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A case study and analysis of teacher salary negotiations describes and explores a quasi-negotiatory relationship in which a group of seven school board members attempted to reach agreement with six elected representatives of a local teaching staff, neither group having had prior negotiatory experience. Through use of tape recordings, interviews, notes, minutes, and newspaper clippings, the chronology of events is reported, beginning with the passage of a law requiring consultation over economic matters and culminating in the adoption of the 1967-68 salary schedule. Concepts of industrial relations and bargaining theory as applied to private industry are used to analyze the reported negotiation process. It is concluded that (1) the traditional relationship between the board, teachers, and superintendent was changing in the city studied, and (2) because it resulted in a harmonious settlement of differences, collective negotiation or consultation seems to be a viable process for use in the public sector. (TT)

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TEACHER SALARY NEGOTIATIONS

A Case Study and Analysis

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by

PATRICK W. CARLTON

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
OFFICE OF EDUCATION

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TEACHER SALARY NEGOTIATIONS

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Patrick W. Carlton

ABOUT THE AUTHOR

The author spent the year 1966-67 as a post-doctoral research associate at the Center for the Advanced Study of Educational Administration, University of Oregon, and wishes to acknowledge the support of the Center during a portion of the time he devoted to the preparation of this case study. CASEA is a national research and development center which was established under the Cooperative Research Program of the U. S. Office of Education.

Dr. Carlton is author of several publications relating to negotiations. Among the most recent are "Labor Psychology and Educational Planning," Educational Leadership, February, 1968; "Techniques of Collective Negotiations," National Education Association, Feb., 1968; and "The Attitudes of Certificated Instructional Personnel Toward Questions Concerning Collective Negotiations and 'Sanctions,'" Final Report to Bureau of Research, Office of Education, U. S. Department of Health, Education, and Welfare, 1967.

Presently Dr. Carlton is Program Specialist in Educational Administration, Division of Program Administration, Bureau of Educational Personnel Development, U. S. Office of Education.

The community of professional educators is deeply appreciative of Dr. Carlton's research efforts in this area of teacher-board relations.

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Oregon Education Association

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FOREWORD

One of the serious impediments to the improvement of public education in the United States has been the caricature of the school teacher which dominated the public mind. Viewed as a sort of "neuter" sex, the teacher, whether male or female, was considered a person who could not be successful at anything else, a custodian of children, and a person who was and should be subject to the paternalism of school boards and administrators.

If the facts could be documented, thousands of qualified young men and women were driven from teaching because they considered the treatment which they obtained to be degrading to themselves and debasing to a vital and essential profession. Many more were restrained from entering the field of education because they did not care to subordinate themselves to the autocracy of school governance, be it benevolent or tyrannical.

Fortunately for education, a "new breed" began to enter education after World War II. Idealistic about the role of education in American society, well-educated for their roles as professional educators, and accustomed by their experiences both in society and in the military to play active rather than passive roles, they were not content to accept "handouts" graciously as they were denied opportunities to participate in decisions affecting their professional and economic welfare.

Out of the turn toward a new social understanding, they also emerged to discover society's neglect of its educational institutions. Forced to accept low priority for scarce public funds during the war years, educational institutions were only with reluctance given the resources they needed to recoup their capital facilities and operating programs. Allocations were rarely, if ever, sufficient to meet the needs of a rapidly changing society, but educators bore the brunt of criticism - not entirely without cause - for the society's neglect of its schools.

New avenues of retreat from education were open to teachers. Many accepted the opportunity, while others dug in their heels and began to raise fundemental issues and to demand a voice in governance.

This was the beginning of the move toward negotiations. Its purpose was neither to take over the governance of the schools nor to demand teacher welfare privileges at the expense of adequate provision for educational programs. It asserted that teachers could not serve the educational needs of our society with the professional integrity demanded of them, if they were treated like hired hands and their reasonable interests not taken into consideration or their professional competencies, experience, and understandings not fully used.

The movement has had its effect upon education - both good and bad. No longer can school boards, communities, and administrators ignore teachers and their professional organizations when basic

issues must be discussed. The patterns of paternalistic governance and administration of the schools have been challenged and new structures and techniques, truly more democratic and humane, will have to be found.

Neither teachers nor school boards have always been wise and judicious, however, in the manner in which they have engaged in negotiations process. Sometimes injudicious utterances or actions have had a poor effect upon the educational environment, and the process of negotiations has frequently been viewed as a contest between antagonistic forces rather than an opportunity for groups dedicated to the accomplishment of the same or similar objectives to resolve differences in the search for meaningful principles which can be effective guides to decisions. Both school boards and teachers have frequently been confused about the process because they lacked experience and skill in negotiations and allowed themselves to be guided by expediency rather than knowledge and principle. The role of administrators has been made ambiguous, as frequently as not, and normal organizational relationships have frequently been disrupted.

These disruptions need not be. This study by Patrick W. Carlton is a careful analysis of an actual situation. The purpose of the study was to discover the consequences which followed a school board's and teacher organization's employing certain strategies in their negotiations. It is herewith presented as a means through which those involved in negotiations can study, better understand the process, and employ it for the improvement of education and the better management of society's responsibility to our children.

No one of intelligence and good will challenges the legal right and obligation of the school board to make the final decisions. It is, however, incumbent upon them, administrators, and teachers to engage in a process of understanding each others' points of view with integrety, good will, and a dedication to make education constantly better able to serve the needs of children and our society.

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INTRODUCTION

The study of collective negotiation in public education is currently in its infancy as a result of several factors. First, substantive negotiations have been occurring with relative regularity only since 1962, the point at which the National Education Association, jolted by the New York victory of the American Federation of Teachers, implemented a plan for the institution of negotiations procedures at the state and local level. This "new" process, euphemistically labeled Professional Negotiation, has, during the past five years been used and misused in various forms in a dozen states. At the same time, collective bargaining, as practiced by the American Federation of Teachers, has also made some gains, particularly in Illinois, New York, and New Jersey.

Second, there are relatively few educators with a research interest in the area of collective negotiations. At this time, most of the substantive work in negotiations is being performed by persons outside the Educational Community. Moskow[1] is an Economist, Lieberman[2] is oriented toward Industrial Relations, Wildman[3] is in Industrial Relations. Because of the orientations of these individuals, the research heretofore published has been primarily historical-descriptive and survey in nature. Little substantive field study research has been reported to date.

Third, schools of education have, by and large, showed an amazing degree of hesitation to involve themselves in this type of research. This may be a function of the lack of "respectability" accorded educational negotiations. Given the strongly traditionalistic orientation of many schools of education, however, plus the somewhat dogmatic commitment to the amorphous conceptualization known as "professionalism," this does not seem too surprising.

In a field changing as rapidly as teacher collective negotiations, it is difficult to establish conceptual frameworks upon which adequate theory may be based. However, theory is sorely needed at this time, both by practitioners struggling with the intricacies of the process and by professors attempting to explain the phenomenon. The process of theory building is not susceptible to "crisis" production techniques. Rather, it is the result of painstaking, extended effort of the part of numerous researchers.

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[1]Michael M. Moskow, Teachers and Unions: The Applicability of Collective Bargaining to Public Education (Philadelphia: Industrial Research Unit, University of Pennsylvania, 1966).

[2]Myron Lieberman and Michael H. Moskow, Collective Negotiations for Teachers (Chicago: Rand-McNally, 1966).

[3]Wesley A. Wildman, "Collective Action by Public School Teachers," Industrial and Labor Relations Review, XVIII (October, 1964), pp. 3-19.

The development of negotiations theory is probably most readily susceptible to the inductive approach, involving the assembling of numerous specificities which can be utilized in determining a theoretical configuration. This long-honored approach was supported by Trow in the following statement: "...if the social sciences teach us anything...it is that the development of theory of various kinds is not simply the product of acts of will, but is the slow outcome of many efforts to describe, explain and account for specific social phenomena."[4]

Obviously, researchers in the field of educational negotiations[5] can benefit greatly from the literature of other fields. Certain material from Industrial and Labor Relations, Economics, Business Administration, Sociology, Political Science and Social Psychology is relevant to the field of educational negotiations. However, before analysis can be made data must be available.

The study at hand represents an attempt to describe, longitudinally, a process related to teacher collective negotiations, to explain the events taking place and to predict the relevance of various aspects of the process to teacher collective negotiations and to private sector collective bargaining.

The study can probably be best described as being "partic[illegible]ing," or "idiographic" in its approach to collective negotiations research. It involves, as Lipset states, "...Description and explanation of (a) single case, to provide information concerning its present state, and the dynamics through which it continues as it does."[6]

As in all studies of this type, the investigator's perceptual screen has undoubtedly colored the results. However, an attempt was made to approach the process with as few preconceptions and biases as possible, and to describe the "reality" of the events transpiring as accurately as possible. Throughout the study, the investigator refined his conceptual framework in light of new insights and attempted to understand and explain the patterns of events which were described. The attempt inevitably suffered from the lack of investigator omniscience. For all errors of omission or commission the author takes full responsibility.

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[4]Martin Trow, "Book Reviews," Administrative Science Quarterly, Vol. 4, 1959-60, p. 125.
[5]Educational Negotiations is here used as a synonym for teacher collective negotiations.
[6]Seymour M. Lipset, et. al., Union Democracy (Garden City: Doubleday & Co., 1962) p. 471.

OVERVIEW OF THE STUDY

The process studied was observed between August, 1966 and January, 1967. It is best described as a quasi-negotiatory relationship, in which a group of seven school board members attempted to reach agreement with six elected representatives of the local teaching staff. Neither group had extensive prior negotiatory, experience, which meant that considerable fumbling and misreading of "signals" tended to characterize the relationship. Essentially, the study describes the attempts of a public employee group to gain power in relationship to its employer and the employer's attempts to maintain final decisional authority, while permitting the employees some measure of involvement in the decision-making process.

In the community described, the school board reacted negatively to the passage of a statute requiring consultation with the teaching staff, but soon moved to implement the law in a manner designed to maintain its power position. The relationship came to include several major threads: (1) the covert struggle for decisional control; (2) the overt process of reaching a salary decision; (3) the attempts of the Superintendent to manipulate both groups of principals; (4) the local Teacher Association's attempts to control the elected Conference Committee and the committee's resistance thereto.

The above processes proceeded concurrently. A great deal of verbiage designed to conceal the true course of events was employed, which tended to lend a certain vagueness to the entire activity. However, by utilizing the four basic issues as points of reference, it is possible to meaningfully interpret the process described.

Part I describes the environmental and financial features of the community and school system, discusses the teacher consultation statute, and provides brief vignettes of the principal participants in the process.

Part II, The Chronology, is divided into three sections, each of which describes a portion of the consultation process, beginning with the passage of the law and culminating in the adoption of the 1967-68 salary schedule.

Part III is an analysis of the process as it relates to industrial relations and bargaining theory as applied in private industry. A set of conclusions is included at the close of the treatment in an attempt to draw together salient findings of the study.

METHODOLOGICAL NOTE

The events described in this study transpired between November, 1965 and January, 1967. Observations by the researcher were made between August, 1966 and January, 1967. Participant-observer techniques were employed, the researcher attending regular school board meetings, board-Conference Committee meetings, the board's

Friday noon briefing sessions, Budget Committee hearings, Lay Advisory Committee meetings, County Economic Welfare meetings (teacher), and several private meetings of the Conference Committee. Attendance at the latter meetings was limited due to the committee's felt need to limit knowledge of current tactical plans to participating committee members. Fortunately, relatively complete minutes were furnished the researcher by the committee secretary after the close of consultations in January.

During each session the researcher made complete tape recordings of the interaction process, took copious notes on the proceedings, then followed with a more extended write-up immediately following the meeting.

After negotiations terminated in January, individual two-hour interviews were conducted with six of the seven board members, five of the six Conference Committee members, the Superintendent and the President of the local Teachers' Association. Notes were taken during the interviews, followed by immediate recording of details of the conversations on tape. The tapes, interviews, notes, minutes, and newspaper clippings constituted the primary sources of information employed during the write-up of the study.

ACKNOWLEDGEMENTS

In a study of this type, the researcher inevitably incurs numerous professional debts, which should be acknowledged at this time. Much gratitude is due Dr. Eaton H. Conant, of the Institute of Industrial Relations and Dr. Harry F. Wolcott, of CASEA, both at the University of Oregon, for their critical reading and helpful suggestions in connection with the initial draft of the study. Thanks is due Dr. Roland J. Pellegrin, whose kind encouragement and counsel during the formative stages of the study were a source of needed support to the researcher. Mr. James S. Rose, of the Bureau of Educational Research supplied helpful information concerning the community and its schools. The members of the local board and Teacher Conference Committee, plus the Superintendent of Schools, all of whom must remain unnamed, gave generously of their time in connection with this study. This assistance is gratefully acknowledged.

Mrs. Joanne M. Kitchel, Editor, of CASEA, provided encouragement and editorial advice of a highly useful nature.

Miss Janet Knitter, Mrs. Myrtle Feiereisen, and Mrs. Nancy Buckley whose patience and perserverance in preparation of transcriptions and manuscripts was vital to the success of the study, are due sincere appreciation for their efforts. Finally, gratitude is expressed for the staunch support of the researcher's wife, Annie-Laurie M. Carlton. Her cheerfulness throughout this exacting process added immeasurably to the researcher's mental well-being.

PART I. ENVIRONMENTAL PERSPECTIVES

Chapter I. Community Characteristics

River City is a relatively small college town in Quinn County in the State of North Columbia. The population of River City, according to the 1965 State Board of Census figures, was over 70,000, up from just over 50,000 in April of 1960, an increase of 42%. River City was, in 1965, Quinn County's population center, and was third in size statewide.

River City is the home of the University of North Columbia, an institution enrolling some 13,000 students in 1966-67. At that time, N. C. was the strongest institution of higher learning in the state, holding a national reputation, and was the town's leading "industry". Like many other college towns, River City suffered from a lack of industrialization and the tax base was somewhat restricted by this situation. Latest available figures indicated that 57% of all property in River City was devoted to residential use, 22% to commercial or business use of a non-industrial type, and only 1.6% to industrial uses. Occupationally, the town could be classed as predominantly "white collar" and middle class in its general characteristics.

The Schools

As in other college towns, River City was under constant pressure to upgrade its public schools, and the school district had made vigorous efforts to comply. As a result, River City schools had a reputation for progress and innovation. The district participated in a number of federal programs aimed at school improvement. The school district offered an educational program for grades 1-12 and pre-first grade programs at selected elementary schools. However, under their current legal definitions, these efforts did not constitute a kindergarten program.

School enrollment in River City expanded from 14,703 in 1960-61 to 20,663 in 1966-67, an increase of about 40%. Projections to 1970-71 indicated an expected total enrollment of 24,823, up 17%. By 1966-67, certificated staff members numbered 1038, and a proposal had been made by the superintendent to add 30 additional teachers for 1967-68.

River City operated 43 schools, including four high schools (one of which was opened in 1966), nine junior high schools, and thirty elementary schools. Two new schools were under construction at the time of this writing, and plans for another were being finalized. An active site acquisition program was operational in the district.

During the year 1966-67, all but seven of River City's teachers held the Bachelor's degree, and 38% of the teaching force held the Master's degree or better. Thirty-seven per cent of the staff had ten years of teaching experience, or more, while 24% had three years or less experience. The presence of N. C., a leading teacher-

training institution, with the numerous student wives who constituted a ready source of personnel, tended to relieve recruiting pressures in River City. The 17% resignation rate for 1965-66 was not excessive, given the presence of the large number of female removals due to the husband's completion of degree.

Teachers' salaries advanced from $3,768.00 for a Bachelor's and no experience in 1957-58 to $5,000.00 in 1966-67 for the same qualifications, an increase of 32.6%. (Table I) The ten year increase in the BA maximum was 38.2%. For the MA minimum, the increase was 35.5% and for the MA maximum, 46.6%. During this same ten year period the cost of living index (CPI) advanced 11.7%. Adjusting the percentage of increase for the BA minimum to reflect the cost of living change, one discovered that the BA minimum advanced an average of 2% per annum during the ten year period 1957-1967.

Chapter II. Budgetary Considerations

As mentioned previously, River City had a smaller than average taxing base due to the absence of heavy industry and the ownership of large amounts of tax-exempt land by the college. In 1965-66, River City ranked thirty-sixth of 73 "first class" unified school districts in ratio of true cash value to average daily membership (weighted) and twelfth of 73 districts in millage levied on true cash value. (Table II)

True cash value and assessed valuation in River City School District increased by 97% from 1960-61 to 1967-68,[1] and the size of the operating budget increased by 150%. Mil rates rose 21% during the same period. (Table III) Per pupil costs rose from $470.00 in 1962-63 to an estimated $620.00 in 1966-67. (Table IV) Proposals for 1967-68 called for an operating budget of $15,632,859.00 and a mil rate of 87.35. Estimated true cash value for 1967-68 was $609,972,504.00.[2]

In 1966-67 the state of North Columbia supplied $113.00 per weighted ADM in basic school support plus equalization funds in the amount of $300,000.00 and "growth" funds at the rate of $135.00 per child/ADM (wt). In addition, 50% of the costs for school transportation were borne by the state. State and federal funds accounted for about 23% of River City's school funds.

In accordance with Article 11, Section 11 of the State Constitution, school districts were required to submit to a vote of the people all amounts to be levied for school purposes which exceeded a figure equal to the "base figure" of the preceding year plus 6% of that figure. The operating funds falling within the 6% limitation for 1967-68 amounted to $1,076,605.00 and those outside the limitation to $9,484,406.00.[3] Thus, once the school board had proposed the budget and the Legal Budget Committee[4] had approved it, the budget had to be submitted to a vote of the people before the funds could be levied. This procedure, long and involved, was designed to give citizens a "true voice" in the financial management of the schools.

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[1]Based on actual figures for 1960-61 through 1966-67 and on estimates for 1967-68.

[2]Assessment ratio in the district was 25% of TCV.

[3]Proposed budget.

[4]Composed of the School Board plus seven freeholders appointed by the board.

TABLE I

RIVER CITY PUBLIC SCHOOLS

March 7, 1966

I.

A Summary of Minimum and Maximum Salaries as Adopted by the Board of Directors for the School Years 1957 through 1966, the Proposed Plan for 1966-67, and the Cost of Living Index for Each Year.

School Year	BA Minimum	BA Maximum	MA Minimum	MA Maximum	Cost of Living Index
1957-58	$ 3,768	$ 5,532	$ 3,984	$ 6,036	100.0
1958-59	3,768	5,732	3,984	6,240	100.0
1959-60	4,000	6,400	4,275	7,425	101.6
1960-61	4,000	6,400	4,275	7,425	103.5
1961-62	4,400	6,800	4,675	7,825	105.4
1962-63	4,500	6,900	4,775	7,925	106.7
1963-64	4,800	7,200	5,200	8,350	108.1
1964-65	4,800	7,200	5,200	8,350	109.2
1965-66	5,000	7,550	5,400	8,750	111.7
1966-67	5,000	7,650	5,400	8,850	?
Per Cent of Increase	32.6%	38.2%	35.5%	46.6%	11.7%

TABLE II

TCV/ADM (wt)[x] and Millage Levies on TCV in River City as Compared to the 73 First Class Unified Districts in North Columbia. 1965-66 data.

	TCV/ADM (wt)	Rank	Millage on TCV	Rank
Lowest	11,088	73	7.29	73
Mean	27,107	Average	15.3	Average
Highest	82,993	1	22.2	1
River City	23,548	36	19.2	12

x True Cash Value/Average Daily Membership (weighted)

TABLE III (a)

FINANCIAL DATA ON RIVER CITY SCHOOL DISTRICT

Operating Budget Amounts		Assessed Valuation	Mil Rates	True Cash Value
1960-61	$ 6,394,740.00	$ 77,041,551.00	68.7	$308,166,204.00
1961-62	7,436.724.00	90,625,118.00	65.9	--
1962-63	8,803,376.00	98,508,086.00	67.4	--
1963-64	10,154,320.00	105,697,523.00	68.8	--
1964-65	11,317,181.00	118,417,183.00	73.6	--
1965-66	12,950,639.00	128,121,005.00	74.6	512,484,020.00
1966-67	13,454,852.00	141,197,339.00	79.29	564,789,356.00
1967-68(est)	15,632,859.00	152,493,126.00[1]	87.35	609,972,504.00

[1]est. on 8% increase

TABLE III (b)

LOCAL TAX LEVIES

	Outside 6% Limit	Within 6% Limit
1960-61	$3,299,645.00	$ 705,862.00
1961-62	3,970,189.00	748,215.00
1962-63	4,853,769.00	796,221.00
1963-64	4,698,686.00	845,178.00
1964-65	5,750,524.00	895,889.00
1965-66	6,620,797.00	958,174.00
1966-67	7,703,409.00	1,015,665.00
1967-68	9,484,406.00	1,076,605.00

TABLE IV

PER PUPIL COST[xx]

	1962-63	1963-64	1964-65	1965-66[xxx]	1966-67[xxx]
Elementary (grades 1-6)	$424.33	$455.01	$462.27	$515.16	$560.20
Junior High (grades 7-9)	501.67	542.30	530.31	602.53	655.20
Senior High (grades 10-12)	556.58	621.89	599.44	683.44	743.18
All Grades	470.00	512.83	508.67	570.63	620.51

xx These costs compiled on an ADM basis
xxx Estimates

Chapter III. The "Consultation Law"

In 1965 the state legislature enacted a statute to govern relations between school district boards and certificated personnel. This statute, popularly referred to as the "teacher consultation law," granted to certificated personnel the right to "confer, consult and discuss on salaries and other economic policies" with local boards.

The legislative history of this statute was somewhat stormy. Having been introduced by the State Education Association, the bill was strongly opposed by the State School Board Association, which, under the leadership of its executive secretary, marshalled sufficient support among legislators to force substantive changes in the proposed bill.

Originally, the bill granted permission for "representatives of any organization or organizations...'through the use of established administrative' channels, to meet, confer and negotiate with their employing board of education... in an effort to reach agreement in the cooperative determination of salaries...and related personnel policies affecting professional services...Whenever it appears to the administrative officers of the State Board of Education that...a persistent disagreement between the board of education of any school district and the certificated professional employees of the board (exists), the administrative officer of the State Board of Education may act to resolve the disagreement...

The administrative officer may determine a reasonable basis for settlement of the dispute and recommend the same to each of the parties... In the event that agreement is not reached, the administrative officer shall report his findings to the State Board of Education..., to the parties involved and to the general public."

The bill further proposed exemption of teachers from the prohibition against striking agencies of the state.

Under heavy pressure from the School Board Association, the representatives of the State Education Association agreed to a revised version of the bill, which ultimately became law. In the revised form, the bill provided for representation "individually or by a committee...elected...by a vote of a majority of the certificated staff personnel below the rank of superintendent..." Thus, organizational representation was ruled out and a "teacher council" composed of "popularly elected" representatives, was provided for. While such a procedure appeared, at first glance, conformable to American democratic ideology, its disadvantages were readily apparent.

Initially, the elected "conference committees," as they came to be called, had no organizational ties, which meant that no organizational funds were available to support their activities. This left the school board with the responsibility for funding the activities

of the committee, a situation judged by many to be unwise. Secondly, the committee had no organizational machinery designed to supply it with information on salaries and to communicate teacher desires to the group. Finally, the Conference Committee was made accountable, in an immediate sense, to no organization, a fact which raised a question as to just how powerful such committees could and should be. True, the Conference Committee members could be recalled, and they had to stand for election to office, but, in a day-to-day sense, they were immediately accountable only to their collective consciences.

The revised bill excluded the term "negotiation," indicating that teachers "...shall have the right to confer, consult and discuss in good faith with the district school board on matters of salaries ...and related economic policies affecting professional services." Apparently the excision of the words "negotiate" and "in an effort to reach agreement..." stemmed from the fact that negotiated settlements were generally thought by boards of education to involve a loss of legally delegated authority and to weaken their control in decisional matters. This appeared, in fact, to be the case. As to the meaning of "confer, consult and discuss in good faith," labor relations provided little clue. It appeared that this wording, borrowed from negotiation legislation being proposed in other states, was inserted by teacher association personnel in the hope that the phrase would be accepted by boards as being synonymous with "negotiation." As seen later in this study, such was not the case in River City and, indeed, in a number of communities throughout the state.

The change in wording from "...salaries...and related personnel policies..." to "...salaries...and related economic policies..." was apparently an attempt on the part of board lobbyists to restrict the scope of consultation to salary matters, and to avoid consideration of other school policies. However, given the facts that essentially all school matters are economically related, and that interpretations currently being given elsewhere as to what constituted bargainable areas in this regard, tended to enlarge the scope of such bargaining, this restrictive attempt seemed doomed to failure. The fact remains that bargaining was, in 1966-67, generally being restricted to direct economic concerns, chiefly salaries and fringe benefits.

An addition not found in the original bill dealt with election and certification of the conference committee. This clause stated that "the district school board shall establish election procedures and certify the committee which has been elected..." While the intention here was to insure that a "public" body would assume responsibility for the election process, it can be seen that this situation might conceivably lead to domination of conference committees by boards of directors. While this had not occurred in River City at the time of this writing, the mere possibility that a statute might countenance control of a group's representatives by those with whom the representatives must deal, raises questions concerning the adequacy of the law.

The provision in the original bill calling for fact-finding by the State Superintendent of Public Instruction on his own initiative was deleted and a clause inserted dealing with the appointment of a board of "consultants," consisting of "...one member appointed by the board, one member appointed by the employees and one member chosen by the other two members." It appeared that the major reason for this change involved fears on the part of school board personnel that interference by the state superintendent would not work to their benefit, since the state superintendent probably would not qualify as an unbiased party in such cases.

It is interesting to note that, while there was no requirement that agreement be reached under the law as finally passed, provision was made for the resolving of persistent disagreement. Such a state of affairs would very likely prove incomprehensible to one not familiar with the dynamics of the legislative situation in this case, in which two interest groups (teachers association and school board association) lobbied vigorously in an attempt to gain organizational advantage.

The statute passed omitted the requirement that reports of settlement issued by the fact-finders be made public. This may have been an attempt to avoid pressures that might come to bear on the parties to the dispute in the event of public disclosures of this type.

The prohibition against public employee strikes was continued under the new statute, those lines dealing with teacher exemption from this prohibition having been deleted. Significance here lay in the fact that the original Association sponsored bill sought to gain the right to strike for teachers within the state. Such an attempt indicated changing patterns of thought among the leadership of the traditionally conservative State Teacher Association.

The above discussion pointed out some of the difficulties involved in obtaining good legislation when powerful interest groups are at work. In this instance, it seemed obvious that the legislation eventually passed did not qualify as outstanding.[5] It satisfied neither the Teachers Association nor the School Board Association, contained certain ambiguities, and seemed destined to early amendment as a result.

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[5]Myron Lieberman indicated that it was the worst law of this type that he'd seen, during a 1967 visit to the state, and stated that it "should be repealed immediately."

It was interesting to note that teacher groups and boards operated under the law in a relatively successful fashion during 1966-67, if the concept "success" can be operationized in terms of salary increases received by teachers. It appeared that de facto negotiation was occurring and that the school boards, while fighting a "delaying action," were gradually moving toward negotiations with teachers in the traditional labor relations sense.

Chapter IV. The Principals

A. The School Directors

The Board of Directors of River City District was increased from five to seven people in 1966, with the result that the expanded board was working together for the first time in 1966-67. There were six men and one woman on the board. This was seen as having a decided effect upon the actions of the board during the consultation process.

The Board Chairman, Norfleet Jarrell, was manager of a local trucking concern supplying vehicles for the logging industry and other businesses requiring heavy equipment. A veteran member, Mr. Jarrell was in his last year of service on the board in 1966-67, having indicated that he would not stand for reelection.

Mr. Jarrell tended toward tax conservatism in his viewpoint on school budgetary matters, and voiced his views on these matters concisely, leaving little doubt as to his position. He reputedly had the ear of a conservative group of local businessmen, who channeled information to him on their school feelings with some regularity. As chairman, he did not vote on many issues of concern to the district, but made his influence felt, nevertheless.

Floyd Ammons, the attorney on the board, was a clear-thinking, well-informed individual with seven year's board experience. Active in community affairs and in the State School Board Association, Mr. Ammons was considered an influential on the board. He spent a good deal of his time during meetings in asking searching questions, sometimes to the discomfiture of those receiving this attention--so much so that he was accused by several persons of acting as "prosecuting attorney." On one occasion Mr. Ammons, during a board meeting, referred to the Chairman as "Your Honor," to the amusement of all present.

Mr. Ammons* thought of himself as a friend of teachers, yet was not averse to opposing their representatives as he felt necessary. In the 1966-67 school year, Mr. Ammons aligned himself with the conservative wing of the board in opposing the attempts of the teacher conference committee to engage in true negotiations with the board, and did not favor the salary schedule eventually adopted.

Richard Carter, one of the newer board members, having had only one year's service, was a local insurance agent and a long-time resident of River City. As a new member, he was not aware of many of the subtleties of board-teacher-community relations, and tended in general to maintain a listening rather than a contributing attitude during the consultation period. Mr. Carter, privately

* Mr. Ammons had had prior negotiations experience, having served as an attorney for management in a traditional collective bargaining situation.

favored true negotiations with the teachers and was irritated by the apparent time wastage and repetitious discussions that occurred. He aligned himself with the liberal wing of the board in supporting the salary increase eventually voted.

Al Hartness, the Vice-Chairman, was also a veteran of six year's service. Mr. Hartness tended to sit quietly during board meetings, saying only that which was absolutely necessary. Although Mr. Hartness had served in the River City public schools at one time, he was in sympathy with community tax conservatives during 1966-67. He tended to align himself with the conservative wing of the board and did not favor the salary package eventually passed.

Jane Wrenn, the sole woman board member, was relatively inexperienced, having served for only two years. The wife of a local minister, she was a trained social worker who expressed a strong interest in education. Mrs. Wrenn said very little during the meetings, preferring to listen quietly to the interchange, and, consequently contributed little to the process in this respect.

Mrs. Wrenn apparently wished to be thought of as a friend of teachers and aligned herself with the liberal wing of the board supporting the salary package eventually adopted.

Felix Lowe, another new board member, was the director of a local charity organization. Mr. Lowe brought to his position fifteen years's experience as a board member in another state. He could probably best be described as a "man about town" in the best sense of the word. Active in a number of organizations, Mr. Lowe received the largest number of votes in the school board election. This was seen as an indication of his broad community support.

Mr. Lowe ran for office on a platform of higher teacher salaries, as did Mr. Carter. He aligned himself with the liberal wing of the board in supporting the salary package finally adopted.

The final member of the board, Dr. Arthur Lord, was a local dentist elected at the same time as Lowe and Carter. Dr. Lord indicated a keen interest in board-teacher relationships and emphasized his concern for maintaining harmonious relationships with teachers.

At board meetings Dr. Lord, as a new member, tended to listen almost exclusively. He aligned himself with the liberal wing of the board in supporting the salary schedule finally adopted.

The fact that three board members were new and that the board had not worked as a group prior to 1966-67 was felt by a number of observers to be a prime factor in the consultations which occurred. The three newer board members, Carter, Lowe and Lord were characterized by the investigator as the liberal wing of the board, while

Jarrell, Ammons and Hartness constituted the conservative wing. Mrs. Wrenn apparently stood somewhere between the groups in her viewpoint. In the 1966-67 salary consultations she cast the deciding vote which ultimated in adoption of a $5,800.00 salary base.

B. Conference Committee

The teachers' conference committee was normally composed of seven members. During the 1966-67 consultations, however, only six members were present due to the resignation of one member for health reasons.

While it cannot be said that the conference committee was factionalized, it was possible to identify two groups within the committee which were designated "liberal" and "moderate" because of their general approach to consultations. These positions were expressed only in private meetings of the conference committee; a united front was consistently presented to the board.

The chairman of the committee, Sam Boone, was a junior high school vice-principal with some fourteen years of public school experience. Mr. Boone was a diplomatic individual who relied on humor to smooth "ruffled feathers" during consultation meetings with the board. This use of humor at times annoyed some board members and conference committee members, who felt that it was, on occasion, inappropriately utilized. Mr. Boone tended to favor moderation in the consultation process. His caution may have been a result both of his administrative experience and of a reputed desire for advancement within the ranks of administration.[6] Mr. Boone served as spokesman for the committee. He was respected by members of the board, several of whom mentioned that he displayed "outstanding competency" and was "very effective" as chairman.

Sarah Fawcette, a guidance counselor at a local junior high school, served as moderator for the meetings between conference committee and board. Mrs. Fawcette had a calm demeanor which helped maintain dignity in the meetings. She was criticized privately by some board members for not being a "strong enough leader." This is because she was unable to secure discussion of possible negotiatory trade-offs during early discussions. This was probably an unfair criticism, since the problem was primarily the result of the board's refusal to negotiate unless required to do so by law. Mrs. Fawcette tended to stand between the liberal and moderate wings of the Conference Committee, voting with one side or the other depending on the issue in question.

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[6]Mr. Boone was appointed Elementary Principal shortly after the 1967-68 salary schedule was adopted.

Dr. Charles Eaves was Chairman of the Mathematics Department at a local high school. Well-known in national mathematics circles, Dr. Eaves was respected by both the teaching staff and the school board. A man of strong convictions, Dr. Eaves had difficulty in tempering his remarks and couching them in unequivocal terms during consultations. On several occasions he made statements which the board turned against the Conference Committee. He aligned himself with the liberal wing of the Conference Committee and personally led several attempts to establish true negotiations with the board.

James Barden, an elementary teacher, was assigned the task of gethering comparative data on various occupational categories for use during consultations. Mr. Barden tended to observe the proceedings quietly, commenting only when it was part of his assigned task. He sided with the moderates on the Conference Committee during private discussions. Barden was a clear thinker who had a grasp of the political realities of the situation.

Gene McDade was a high school principal with eleven years experience, another status figure on the Conference Committee. Members of the board looked upon McDade as a "father image" for the conference committee. He was elected as an independent candidate; that is, he was not sponsored by the River City Education Association. He stated at one time that he had run because he was not satisfied with the way the nominations were being handled by the association. McDade, a moderate in private discussions had a reputation for "not scaring easily," and for being "a fighter."

Virginia Green, an elementary teacher, was recording secretary for the group during consultations. She said little during the meetings, but was a liberal (i.e., militant) in private discussions of the conference committee. She tended to press for action and was disturbed that the board refused to take a stand on the salary question prior to the final decisional meeting held in January, 1967.

From the above descriptions it can be seen that the board and conference committee were each composed of highly individualistic people who tended to coalesce into indentifiable attitude groupings, the liberals and conservatives in the case of the board, and the liberals and moderates in the case of the consultation committee.

C. The Superintendent

Dr. Paul Wright, Superintendent of Schools in River City, was employed in the early 1960's as an "educational innovator." He followed William Shaw, who, during his later years as Superintendent, had developed a reputation as a "bricks and mortar" man. Dr. Wright's innovative efforts earned River City schools state-wide reputation as "forward looking" and "creative."

Wright had been a Professor of Educational Administration earlier in his career at a midwestern university of some stature, but had chosen to return to "the field." A personable man, Dr. Wright's administrative style was based on a "folksy," informal approach to

people and problems. He had a well-developed sense of political necessities and was adept at moving back and forth between teachers and board, smoothing ruffled feathers and manipulating situations as necessary to ensure harmonious personal relationships and efficient school operations.

Dr. Wright's homespun style was not appreciated in all quarters. One individual remarked that Wright told "corny jokes that drove him crazy." In 1963, when the school budget was defeated for the first time in a number of years, there were informal rumblings in the community to the effect that Wright should be replaced. No substantive activity resulted from this talk, however. Needless to say, Dr. Wright was quite sensitive to opposition to his administration and he manifested concern throughout the consultation period. This concern apparently arose from the perception that major intra-district conflict could ultimate in a possible change of administration and serious damage to the school program.

Wright exerted his influence during consultation through informal contacts with the board and Conference Committee and through controlling sources of information available to the board. He was not entirely successful in his control efforts, as will be pointed out later in the presentation.

PART II. THE CHRONOLOGY

Chapter V. Opening Moves - 1965-66

Consultations in River City came about as a result of the passage of the "Teacher Consultation Law," signed into law on May 13, 1965. As described previously, the state School Board Association had lobbied vigorously against the bill, and had succeeded in having it amended substantially. Several members of the River City School Board were opposed to the process of consultation as required by the law. Mr. Ammons, who worked with the School Board Association in the successful attempt to amend the bill, stated that he would "just as soon use our previous procedure of going through the superintendent..." Other "old" board members were equally opposed to the process, feeling that it curtailed their legally constituted decision-making powers. Five months after the consultation bill became law, the River City School Board adopted a "Resolution to Establish Policy and Procedures for the Election of a Conference Committee to Represent Certificated Personnel Below the Rank of Superintendent on Matters of Salaries and Related Economic Policies." This resolution called for election by the total teaching staff of seven certificated representatives to be distributed as follows: two elementary teachers, two secondary teachers, two at-large personnel, and one supervisory employee. Terms were staggered, nomination was by petition signed by thirty eligible voters and supervision of elections was by superintendent-appointed officials. The first conference committee members were elected on November 12, 1965 and held their initial meeting with the board on November 29, 1965.

At the first meeting Mr. Ammons made it clear that "the law is carefully worded to avoid using the term "negotiation," and that "the law does not permit the committee and the board to make any decisions--only recommendations for the consideration of the school board, which still has final authority in this area." Mr. Boone, of the conference committee, stated that he realized that "...the procedure is no different than it's ever been" and that "the school board has the final authority." It was agreed by the board, in an apparent attempt to avoid giving the appearance of negotiating, that it would send two representatives to each meeting with the conference committee. This proved to be an unsatisfactory arrangement from the conference committee's point of view and was changed before the 1966-67 consultations began, by mutual agreement.

During the period December, 1965 through March, 1966, the Conference Committee met several times with the School Board of Directors but made relatively little progress in economic matters. The board members were, on occasion, perceived to be impolite by the sensitive members of the Conference Committee, uncomfortable in their new role as teacher representatives. A carefully planned proposal concerning a district-supported insurance program for teachers, involving the presentation of data by two insurance consultants, was treated in what the Conference Committee considered to be an offhand and uncooperative manner. Several Conference Committee members indicated

during certain meetings, board members turned their backs on the group and read from periodicals during discussions. Such slights, real or imagined, were not conducive to the building of a harmonious relationship between the Conference Committee and board.

A spirit of teacher-board cooperation obviously did not exist in early 1966.

During this same period the Superintendent and, at different times, various members of his immediate staff, met with members of the Conference Committee to discuss their approach to consultations. Members of the committee reportedly resisted the efforts of the Superintendent to control their actions, preferring to rely on their own resources in consultation with the board. Such an attitude was no doubt disturbing to the Superintendent, who had prided himself on the excellent staff-administration relationship within the district prior to passage of the consultation law.

In the meantime, budgetary considerations for 1966-67 had gone forward in the traditional manner. On March 6, 1965, the Budget Committee for the school district, composed of the (at that time) five school board members and five freeholders appointed by the board, announced the 1966-67 budget. Salary increases for teachers were minimal, with the total cost of the increases amounting to $68,000.00. Teachers were disturbed by the announcement, and some 150 attended the March 8, 1965 budget meeting. Some tension was evident during the meeting, and unpleasantness crept in. The local paper made the following statements concerning the meeting:

"Some 150 teachers groaned and applauded their way through a two hour debate on teacher salaries at the Monday night meeting of the ...School District Budget Committee." "The teachers contended that low starting salaries, compared to other school districts inside and outside the state would have an adverse affect on the recruitment of quality teachers. They also pointed out that teachers on the top of the pay schedule, who will get a minimum $100.00 increase because of an adjustment in the pay plan, will lose money...because of increased social security payments, additional taxes, and a higher cost of living."

At this meeting the local Teachers' Association presented a salary plan which would have cost the district $358,505.00 contending that the plan was more equitable for the teaching staff. Charles Eaves, who was not at that time a Conference Committee member, or for that matter, a member of the local Teachers' Association, rebutted board member claims that the economic prospects for River City were bleak. "...it seems whenever the district is considering implementing new programs, the economic picture is considered as optimistic, but when teachers' salaries are considered the picture always seems to be pessimistic."

The teachers' presentation brought a sharp reply from Norfleet Jarrell, at that time Vice-Chairman of the board, who dismissed the Teacher Association proposal and suggested that the board might want to

consider purchasing subscriptions to the Wall Street Journal for teachers since "...you're not aware of what's happening to the economic tide in this country." He went on to describe the depressing economic prospects facing the city and state. A local economics teacher disagreed that the national economic outlook was pessimistic, stating that the Gross National Product would likely reach a new high in 1966 and cited President Johnson's 3.2% wage guidelines as evidence that the country's outlook was instead one of optimism.

Despite the persuasive efforts of the local Teachers' Association, which have since been categorized by its President as "too little and too late," the budget committee made no changes in the salary plan for 1966-67. The activities of the teachers at the meeting brought a sharp rebuke from Vice-Chairman Jarrell who directed his criticism at the local teachers association, stating: "You're going to have your opinions weighed in these councils." This statement was not well received by those present.

Shortly thereafter, in May, 1966, the then chairman of the Board of Directors failed in his bid for reelection, reputedly as a result of strong opposition by local teachers and their families. He was defeated by Felix Lowe who tallied 3494 votes to the Chairman's 2363.[7] At the same time two new members, Richard Carter and Dr. Arthur Lord, were added to the board as it expanded from five to seven persons. These candidates campaigned on a platform of better education for children and better pay for teachers. Their election was considered by Conference Committee Members to portend substantial salary increases for 1967-68.

During the period immediately following the adoption of the 1966-67 budget, the Teachers Conference Committee girded itself for active organizing and planning. It established a closer relationship with River City Teachers Association, of which all members of the Conference Committee were members. Some question concerning the amount of influence the teachers association should exert over the committee persisted, however. The law, it will be recalled, specifically avoided according the right of organizational representation to teachers. (One member of the State School Board Association remarked that if he'd wanted to pass "organization-breaking" legislation, this would have been the law he'd have supported.) Thus, Conference Committee members felt it necessary to insist that they represented "all the teachers" and not just members of the local association, despite the fact that 85% of River City's teachers were members of the association.

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[7] In late 1966, the new Chairman, Norfleet Jarrell, announced that he would not stand for reelection. While Jarrell likely had important personal and business reasons for this decision, it was well-known locally that he would receive vigorous opposition from the teaching staff. This circumstance very likely affected his thinking somewhat.

Throughout the consultation period, the local Teachers Association maintained a close working relationship with the Conference Committee, supplying, through its salary committee, the proposal presented to the board, giving some financial support and standing ready to help and influence the committee whenever possible. A number of observers felt that the relationship between Conference Committee and Teachers Association would continue to grow closer and that the committee would eventually be coopted by the association to the extent that it became an auxiliary thereof, legalities to the contrary, notwithstanding.

The Conference Committee worked during the summer of 1966 to build the strength of its Economic Advisory Team (EAT), which: (1) was composed primarily of "heads of families who were "hungry;" (2) was selected by the Conference Committee; and (3) reported directly to the committee. The development of this structure parallel to the Teacher Association's "building representative" (BR) system was a source of some concern to the association, since it provided "double coverage" of most schools and could have represented the first step in the development of a complete and separate organization parallel to the association. Nevertheless, the Conference Committee argued, EAT was necessary since: (1) the BR's were, by and large, ineffective as a rapid communications system. This ineffectiveness was seen as being the result of poor representative selection techniques and general apathy among the appointees; (3) by using the BR system, EAT reinforced the Conference Committee's claims that it represented all teachers in the district and not just association members. As it turned out, EAT was relatively effective as a communications arm of the Conference Committee, channeling information from the committee to the teachers and from the staff to the committee. EAT was responsible in March, 1966 for the distribution, collection, and tallying of a survey on the desires of local teachers. Some of the ideas tapped by this survey were incorporated into the salary proposal eventually presented to the River City Board of Directors. This survey procedure lent a certain air of "democratic process" to the activities of the Conference Committee and probably served to give the teachers a feeling of direct involvement in the consultation process. This feeling of involvement and personal stake was, Virginia Green indicated, instrumental in the gaining of relatively solid teacher support for the Conference Committee.

Chapter VI. The Middle Game - 1966

The first board-Conference Committee meeting of the 1966-67 "season" was held on August 15, 1966. Primarily organizational in nature, actions taken involved the introduction of new board members to the committee and the discussion of numerous procedural points, each of which were referred to a committee on procedures established at the meeting for the purpose of dealing with such matters. The meeting was quite brief. It was pointed out by one observer that the possibility of a 1-1/2% property tax limitation being passed by the voters before the end of the year seriously hampered any attempts at negotiation of salaries for the present. As it turned out, the 1-1/2% issue was "killed" in the state courts and ceased to be a factor in the proceedings. The 1-1/2% issue served as a source of considerable concern for board, administration and Conference Committee members until its demise (at least temporarily) in December, 1966, as a result of court action.

On September 22, 1966, the committee on procedures met to discuss plans for the 1966-67 consultations. The committee was made up of six people including the following: the Superintendent and his deputy, two Conference Committee members, and two members of the Board of Directors. The committee made the following recommendations, among others: (1) that the Conference Committee meet with the Superintendent to prepare agenda items for the joint meetings with the Board of Education; (2) that agenda materials be prepared and distributed at least five days prior to meetings; (3) that meetings be tape recorded as an official record and that persons be appointed by Conference Committee and board to record the meetings; (4) that members of the Conference Committee be permitted to apply for three hours of professional advancement credit during their term of duty; (5) that the Conference Committee meet with the Board of Directors rather than a sub-committee of the board when discussing economic matters. It was hoped that these procedures would help to improve the relatively unsatisfactory relationship that had prevailed between board and committee during 1965-66.

On October 3, 1966 the Conference Committee and Superintendent began the series of "off the record" meetings suggested by the procedures committee. At the first of these meetings it became evident that the Conference Committee did not intend to be either controlled or guided by the Superintendent in their proposals to the Board of Directors. The committee, rather than seeking advice, as the Superintendent apparently expected, presented him with a copy of a carefully prepared, neatly printed, proposal which they intended to present at the next board-Conference Committee meeting. The Superintendent was completely surprised by this move, indicating half in jest, that he was "paralyzed." Conference Committee members perceived the Superintendent as being "shocked" and "distressed" by their action.

The Superintendent protested that the proposal had come from the local Teachers Association which was "bad psychology" for a group that was to represent all teachers. He went on to question the

appropriateness of the State Teacher Association's involvement in the proposal's preparation, implying that such "outside interference" was inappropriate. He also questioned the validity of the statistics used by the teachers, remarking that they should see the personnel and business directors and correct the apparent inaccuracies to be found in the proposal. It seems clear in this instance that the Superintendent was reacting negatively to his felt loss of influence over the representatives of the local teachers. Prior to the establishement of the Conference Committee, the Superintendent had acted as "go-between" for the salary committee of the local Teachers Association and the Board of Directors. From this vantage point he had undoubtedly been able to manipulate both parties to some extent, utilizing for his purposes superior knowledge and that process known in public administration as "transformation of information exclusively possessed." Under the new law, the Superintendent lost all defined legal status. In the words of one board member, he was "just where we want him." That is, he was rendered dependent on the board for whatever role in the process they might choose to assign him. As to his status in consultation during 1966-67, a board member indicated that the local board had removed the Superintendent from the process because he hadn't indicated a desire to become involved, possibly fearing a "loss of control of the teachers."

It seemed more likely to other board members that the Superintendent was simply reacting cautiously to the process in order to gain time for a thorough assessment of the situation before committing himself. The Superintendent was quite aware that his primary loyalty lay with the board which had hired him and seemed capable of shifting rapidly into a role as representative of the board in consultation matters. At the same time, he apparently hoped to avoid alienating the teaching force by taking a drastic "pro-board" stand. He may also have been looking for an opportunity to regain his traditional role as "middle man," with all the manipulative privileges appertaining thereto. Later events served to reinforce this conclusion.

On October 17, 1966, the Conference Committee presented a proposal to the River City Board of Directors ranging from a minimum salary of $6,000.00 for a Bachelor's degree with no experience to $9,214.00 with thirteen years' experience; from a minimum of $6,270.00 for a Bachelor's plus 45 quarter hours of graduate work to a maximum of $9,798.00 with thirteen years' experience; from a minimum of $6,540.00 for a Master's degree to a maximum of $10,740.00 with fifteen years' experience; and from a minimum of $5,810.00 for a Master's plus 45 quarter hours of graduate work to a maximum of $11,262.00 with fifteen years' experience. (Appendix I)

The Board of Directors made few comments of any kind during the meeting, choosing to sit quietly and listen to the Conference Committee's presentation. Mrs. Jane Perkins and Bob Hungate, two retiring members of the Conference Committee (replaced that month by Dr. Eaves and Mr. McDade), carried the discussion, with Mrs. Perkins making an ideological appeal for higher salaries.

Mrs. Perkins spoke of the current teacher shortage and of the higher quality teacher currently being obtained for education dollars. She stated that teachers today have "more stringent academic standards and the breadth of experience is greater.. When the quality of the product increases the purchase price increases... Unless salaries for teachers are equitable...we will not be able to purchase the teaching quality that the citizens of...River City expect." Her comments drew virtually no reaction from the board, which was apparently quite inured to the necessities of listening to such propagandistic presentations.

Following the presentation of a salary study showing River City in 26th place out of a group of 28 cities in amount of starting salary, and some desultory interaction, the meeting adjourned. No decisions had been made, but the Conference Committee had shown itself to be disciplined and reasonably well-prepared for the consultation process. The board, on the other hand, had appeared to be ill-prepared and generally unsure of its immediate course of action.

The Conference Committee met following the meeting to discuss the turn of events. The members were disappointed at the unwillingness of the board to talk, but, as one teacher put it, were encouraged that the board's silence, at least had been attentive. It was stated that this was a big improvement over the preceding year, when board members allegedly "read during the meetings" and "told private jokes."

Between October 17, 1966 and October 31, 1966, the date of the next Conference Committee-Board meeting, the Conference Committee was active.[8] Mrs. Fawcette participated in a county-wide economics meeting sponsored by the State Education Association. She reported to the Conference Committee that the other districts in the county were "taking their cues" from River City with regard to the size of their salary proposals. This proved to be an accurate evaluation. So closely did other districts pattern their requests on that of River City, that representatives from one nearby system, upon being queried concerning their salary plans, indicated that they were "trying to stay $100.00 ahead of (River City)."

An EAT meeting was held for the purpose of informing these representatives concerning the current status of consultations. The Conference Committee met twice during this same period to discuss tactics. Their general attitude called for "standing pat" until the Board of Directors took a position. They made preparations for dealing with possible board counter proposals and considered various

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[8]This was not unusual. The Conference Committee expended great amounts of energy in performance of their duties. Between April, 1966 and January, 1967, the record shows that the committee met a total of 44 times. Additional, non-recorded meetings very likely occurred also.

rumors that the board might be planning to propose a merit pay plan, an eleven-month contract, lower beginning salary increments, or the removal of the "MA + 45" schedule. It was evident that the committee had "intelligence" sources within the central administration building.

During these meetings the Conference Committee was aware of the Superintendent's attempts to manipulate their activities. The comment was made that care should be taken in the formulation of agenda items for the meetings or the items would be "those of the administration, not the committee."

The next Conference Committee-Board meeting, held on October 31, involved two hours of oral sparring over various educational issues. No decisions were made during the course of the meeting, as it soon became evident that the board did not intend to give any appearance of negotiating with the committee. Mr. Ammons made the statement that no counter-proposal by the board was needed, that the board had the legal responsibility to make the final decision on economic matters. The meeting became a matter of much discussion with frequent changes of topic, attempts by the teachers to establish the board's position with regard to the $6,000.00 proposal, and efforts on the part of the board to avoid taking an identifiable stance. The Superintendent became highly involved in the discussion, making numerous informational statements and apparently attempting to keep the discussion directed toward constructive ends. This was quite a change from the Superintendent's behavior at the earlier meeting, during which he had sat quietly against the wall, away from the table and had not made many comments.

On November 14, 1966, an organizational meeting of the Legal Budget Committee was held.

Mr. Ammons, as became apparent as the meetings progressed, was determined to block any attempts by board and teachers to engage in a true negotiatory relationship. Using the wording of the law as the justification for his position, he squelched a number of teacher attempts to force the board into a negotiated settlement, much to the chagrin of Conference Committee and several board members alike.

In a private discussion, Mr. Ammons indicated that "the teachers are trying to negotiate, even though the law says plainly that consultation is intended. Knowing the background of the law, it's impossible to misinterpret the difference between the terms 'negotiate' and 'confer, consult and discuss.' There is a difference--an intended difference." He further indicated that "it's annoying to beat them in the legislature and then have them beat us in the meetings." He indicated that such de facto negotiations are "hard on the old ego." As it turned out, Mr. Ammons' opposition to negotiations was probably the chief reason that such a relationship failed to develop.

Mr. Ammons was much concerned about the "incongruous and undignified" situation in which the board found itself. He indicated his feeling that the Superintendent should be the one to represent the board in talks with the teachers, just as in the business world. The Superintendent, incidentally, would almost certainly have concurred with Mr. Ammons' thinking since such an eventuality would have put him back in the "middle man" position he had so long occupied and in which he had operated so effectively.

At this point, then, the Superintendent was probably concerned over his possible loss of "mid-position," some board members were upset at having to deal directly with the teachers, other board members and the Conference Committee were annoyed that true negotiations were being denied them, and observers at the meetings were frustrated at the apparent lack of structure and direction being displayed during the meetings. However, this very vagueness was probably necessary to the process of readjustment and learning that was occurring for all participants in the relationship.

At the November 28 meeting of the school board, Superintendent Wright submitted, at the request of the board, financial data for a salary schedule based on $5,300.00 for a BA with no experience. The schedule and supplementary materials were based on "four basic agreements" as determined by school board members: (1) use of a $5,300.00 beginning salary; (2) use of lower increment ratios during the probationary period (first three steps) with higher increment ratios beginning with the tenure period; (3) institution of a Bachelor's degree + 45 quarter hours pay schedule; (4) re-examination of the salary ratios for principals. The new proposal designated "A" by the Superintendent, called for a maximum of $10,010.00 for an MA + 45 and 15 years' experience. (Appendix II) In addition to the requested $5,300.00 proposal, the Superintendent included "comparative figures" based on the then-current $5,000.00 schedule, on $5,700.00 and on $6,000.00, plus information on extended contracts and administrative salaries. (Appendix II) Apparently the inclusion of figures on $5,700.00 and $6,000.00 salary bases was the Superintendent's decision as he had been requested to submit information based on $5,300.00 only. There were differential perceptions of this event among school board members, three of whom thought, when later interviewed, that the board had instructed the Superintendent to make these inclusions and three of whom thought he was acting on his own initiative in this matter. Only one board member was upset by the Superintendent's action, indicating that Dr. Wright had acted "solely and without authorization." The others were, by and large, grateful for the Superintendent's provision of such information. There was some criticism by board members of the fact that the Superintendent had not made the salary information available to the board until an intermission held halfway through the meeting. The Superintendent's excuse was that the materials were not ready prior to that time. This didn't satisfy several of the board members, two of whom indicated an awareness that the Superintendent had, on occasion, withheld information from them. Mr. Hartness indicated that the Superintendent had, in the past, "had his knuckles rapped" over denial of information to the board.

The above incidents, along with telephoned suggestions to Conference Committee members, suggested additions to the agenda and private conversations with various participants in the consultation process, showed the adeptness of Superintendent Wright in matters involving personal and organizational manipulative processes. Though legally omitted from the process, he made his influence felt throughout the consultation period.

During the November 28 board meeting, attended by some 130 teachers, a certain degree of restlessness was evident. However, since teachers did not participate actively in the meeting to any great extent, there was no overt dissension. It was announced that the "alternate" plans would be discussed with the Conference Committee at their next scheduled meeting with the board on December 8.

Considerable discussion concerning the meaning of the "alternate proposals' went on among Conference Committee and teachers prior to the December 8 meeting. Although the local paper referred to the board's "counter proposal," the board did not state that the $5,300.00 alternate or the Superintendent's $5,700.00 and $6,000.00 alternates were "theirs." Apparently they were avoiding the appearance of negotiating by this technique. Inclusion by the Superintendent of figures on $5,700.00 and $6,000.00 clouded the issue somewhat. Conference Committee members complained that, while they had made a firm proposal, the board had chosen to "put forward" three proposals, none of which they were willing to stand behind.

The Board Chairman, Mr. Jarrell, sent word via the Superintendent that "other proposals" by the Conference Committee were in order for discussion at the December 8 meeting. This was not acceptable to the Conference Committee, who felt that until the board was willing to take a firm position, in a <u>quid pro quo</u> fashion, they were justified in continued espousal of the original $6,000.00 proposal. It was felt by some members that Mr. Jarrell had been soliciting counter proposals to the board's "non-counter proposal." Had the teachers responded, they would have been in the position of lowering their demands without having received an official offer of any kind from the board. This they refused to do.

At a November 29, 1966 meeting of the so-called Lay Advisory Committee, a group of fifteen local citizens appointed to serve as liaison with the community, Superintendent Wright indicated that, while the law did not call for negotiations or agreement, he felt that some sort of agreement would be reached within "a range of alternatives." This somewhat contradictory statement showed something of the determined efforts to avoid formal negotiations. The board nevertheless felt it necessary to have "alternatives" brought forward by the Superintendent, which alternatives appeared to most observers to represent counter-offers of a sort. This ambiguity was not removed by later actions of the board, but remained throughout the consultation period.

During the first week in December, Conference Committee members met with State Teacher Association personnel and other county school

personnel to discuss common problems. It was pointed out again at this meeting that River City was the leader in the state and that other school boards and conference committees were observing their progress. The State Teacher Association representative indicated that he had spoken with the executive secretary of the State School Board Association on this topic. The school board representative was convinced that River City had been picked as a "testing ground" in the struggle for higher salaries. What the executive secretary had not mentioned was the fact that school board personnel were apparently looking to River City for leadership in "holding the line." It became obvious that much more than the salaries of River City teachers were involved in the consultations. The 1967-68 salary pattern for the whole state might be affected by what occurred there. It was decided that the State Education Association would try to divert attention from River City, in order to relieve some of the pressure which the school board was allegedly receiving from outside.

During this same time period, a letter was sent to various persons in River City by a local business man, protesting the size of the proposed salary increase, generally despairing of the current economic situation, and urging tax payers to voice their sentiments on the issue at the December 8 meeting between board and Conference Committee. (Apendix III) This was the first sign of what could be called the "traditional taxpayer objection" to any raise in property taxes. Apparently this gentleman was the spokesman for a group of local tax-conservatives who, at that time, were not ready to come forward personally to raise objections on this subject. Formerly, he had been a member of the budget committee and had helped to defeat the school budget at that time. He was characterized by one participant in the consultation process as a "troublemaker."

The December 8, 1966 meeting involved a good deal of information exchange, but almost no mention of the "alternate" salary plans presented by the Superintendent at the last board meeting. It seemed that the board was either (1) waiting for the teachers to raise the salary question, and possibly to offer a compromise of some sort; or (2) had decided that it was strategically sound to discuss any and all matters brought before them and then to make a decision on its own: or (3) was confused concerning the proceedings at hand due to lack of intragroup communications, and honestly had no immediate plan of action on the alternate proposals. Interviews indicated that the third suggestion may have represented most accurately the actual situation.

Discussions with board members indicated an extreme lack of communication among the members, so much so that individuals were unsure of how the other board members felt on many issues. Several members complained that they never "got together" to discuss things privately because of fear of public displeasure at "closed" meetings in which some form of "collusion" might occur.

Several board members felt there should be more private meetings in which a consensus could be reached on various matters needing attention. Some felt the Superintendent should be supplying more information and keeping the board better informed than he had in the past. Most board members felt that there was a definite communications lag, which made it difficult for the group to present a united front on policy matters.

This lack of prior consensus was quite evident at Board-Conference Committee meetings. On numerous occasions board members argued on opposite sides of various questions, contradicting and disagreeing with one another vigorously, and generally displaying lack of conceptual congruence. Had institutionalized negotiations as practiced in private industry been occurring, and had the Conference Committee been more adept at the process, such a lack of consensus could have been used against the board quite effectively. (i.e., the committee could have "played board members off against one another.")

During the December 8 meeting, board members Love and Carter expressed annoyance at the lack of discussion of the starting salary question. At one point, the following comments were made:

Felix Love--"After 2-1/2 hours, we haven't talked about beginning pay."

Norfleet Jarrell, Board Chairman--(The salary situation was)... "clearly indicated a while ago when Mr. Eaves indicated that they'd be glad to discuss any plan that was based on a $6,000.00 starting salary, and with the implication that they were not interested in discussing any other program. That statement was made rather flatly in one of our earlier discussions; so if this is the case it's pretty hard to discuss something that the Conference Committee doesn't consider within the area of consideration."

Sam Boone, of the Conference Committee, indicated that the Conference Committee was ready to discuss any plan.

Felix Lowe--"I thought the reason we called this meeting was to really get down to basics. We've talked about everything except this. (The base salary)"

Richard Carter--"I suggest that on the 19th (December 19, the date set for next Board-Conference Committee meeting) let's get to some basic facts. As Felix mentioned, whether it's $5,500.00, $5,700.00, $6,000.00."

Felix Lowe--"Or whatever it is, we ought to talk about it."

Here appeared a dichotomy between two groups within the board, the "new" group, composed of Lowe, Carter, and Lord, and the "old" group composed of Jarrell, Ammons, and Hartness. Mrs. Wrenn tended to move between the two groups. The "new" group, composed of freshly elected board members, appeared ready to engage in negotiations with

the Conference Committee, while the "old" group favored "holding the line," maintaining the status quo and denying the teachers a final voice in the decision-making process. This dichotomy was evident throughout the consultation period.

It would be difficult to explain why the board "split" as it did. One board member suggested that the new members "didn't know the ropes" yet, that they didn't "grasp the nuances involved (in school board work)." The implication was that the new members had not been completely socialized, had not accepted the group norms. Regardless of the explanation for board behavior, the "split" greatly influenced the economic outcomes of consultation.

Later in the meeting, Dr. Eaves of the Conference Committee objected to the board's lack of commitment to one proposal out of the several alternates presented by the Superintendent previously. This brought about an exchange illustrative of Mr. Ammon's opposition to true negotiations.

Dr. Eaves--"We've given our thoughts and justified them in terms of this proposal we've gotten together. We have three different proposals to react to. We don't feel this is quite fair to us to (have to) react to three different ones when we presented just one to you. I think it should be just one proposal that you've thought through in one way or the other. Then we can talk about things..."

Mr. Ammon--"The purpose of this meeting with you folks is to sound you out for discussion. Consultation is not negotiation, and the board doesn't act as a corporate body does in negotiations with a labor union. We don't have a hired person that sits across the table from you folks to bargain on a contract, we're sitting here as a group. We've (board) got to make our decisions in an open meeting and we admit that we've got the final decision. Our job is in good faith to discuss these things with you. We haven't, as a board, made a decision on a plan. We're still thinking about things. We want your ideas and your comments on it. This is the way we feel and observe our job. This is why we're talking about $5,500.00 and $5,700.00. We don't know yet; we haven't acted as a board yet..."

Mr. Ammon's comments left no doubt that he favored retention of all final decisional authority by the board, and that he wished to limit contributions by the Conference Committee to suggestions and non-binding discussion. Throughout the consultation process the teachers continued to favor actual negotiations and to oppose non-decisional discussions. The Conference Committee's quest for negotiations and the board's resistance thereto constituted a major point of contention throughout the consultation process.

Another point of interest was the controversy over control of the Conference Committee's budget. Under the law, no financial provisions had been made for the support of the Conference Committee. In River City the Board of Directors had budgeted several hundred dollars for support of the Committee. This was seen as an

undesirable situation by several Conference Committee members, one of whom indicated that the Conference Committee was in danger of becoming an "arm of the board." The River City Teachers Association had volunteered some financial support for the committee and was interested in gradually assuming more responsibility for the support thereof, according to the association President, Tom Rollins.

Prior to the December 8 meeting, one of the members of the Conference Committee, Dr. Eaves, had solicited $1.00 contributions for support of Conference Committee activities from the teachers of the high school in which money was collected. However, the school board president's wife was a teacher at the school, and the information was passed on to the chairman, who became upset as a result. During the December 8 meeting, the Conference Committee Chairman, Mr. Boone, suggested that the school board be the committee's guests for dinner, apparently in an attempt at a gesture of good will. Mr. Jarrell, however, chose this as the moment to raise the issue of board financial control. He became flushed and responded heatedly: "Did you get enough money from the 'Buck-a-teacher' fund? Can you afford it? I don't care to put myself in a prejudiced position, because it (the dinner) wasn't in the budget which was approved for their use and allocated by our action--and I'm very serious about this. If you (the board) have dinner with the committee you'll be without me."

Several comments on this matter were exchanged, with the Conference Committee defending its right to solicit funds as it saw fit, and Mr. Jarrell averring that all funds should come from the board.

This was not the last of Mr. Jarrell's comments. At a later meeting, he again took issue with the Conference Committee over solicitation of funds. He stated: "I consider this a breach of faith. It was completely out of order." Once again Dr. Eaves indicated that he knew of no legal prohibitions against such solicitation.

The incongruousness of this support situation was apparent to most observers. As one teacher put it, "to expect the opposition to finance our efforts is riduculous. The Conference Committee should have its own sources of funds." The River City Teachers Association was, of course, the logical choice for such support.

The school board's actions in providing support for the committee were of such nature as to bind the teacher group more closely to the board. Such a situation was suspect from the point of view of any indistrial relations sophisticate, as it suggested the danger that the committee might assume a "company union" role (i.e., one in which the board controlled the actions of the committee). On the other hand, the acceptance by the committee of the Teachers Association's support would tend to increase the influence of that organization over the Conference Committee, so that the risk of de facto exclusive organizational representation was present. This danger was increased by the fact that all members of the Conference Committee were members of the Teachers Association. The Conference

Committee's immediate defence against such cooptation was to proclaim repeatedly that it represented all teachers, not just the Teachers Association membership. Whether this posture could be practically maintained over time was moot at the time of this writing.

The December 8 meeting ended inconclusively. The Conference Committee had been unimpressed by an offer of a $1,000.00 "across-the-board" raise, as suggested by Mr. Jarrell, claiming that this would defeat the purpose of the "index schedule" under which the school district operated. Superintendent Wright and his staff agreed that such a solution would be undesirable and made this position known to the board members. The Conference Committee began to discuss the possibility of instituting impasse proceedings, in the event that no agreement could be reached within a reasonable period of time. The State Teachers Association's representative and Conference Committee discussed the possibility of seeking an attorney general's opinion on the necessity for agreement in consultation matters, in order to force the board's hand. The members of the Conference Committee were increasingly concerned about the board's apparent unwillingness to reach any kind of agreement and began to prepare for the worst.

The next significant event took place on December 15, 1966 when the Lay Advisory Committee held its second meeting, this one closed to the press. The group was, in general, able to agree that the Conference Committee's proposal was "unrealistically high," but that "an increase in overall teachers salaries is warranted."

The reaction of this group was the second negative community reaction occuring during the consultation period. It was of course difficult to tell whether the committee members represented themselves only or spoke for various segments of the community. However, all involved parties took note of the general tone of the Lay Committee's report.

On December 19, the Superintendent submitted another alternate proposal at the direction of the board, based on $5,500.00, but with provisions for twelve-month salaries included. He included his own plan based on $5,700.00 with twelve-month provisions. (Appendix IV) The twelve-month provisions under this plan were to be administered by the Superintendent and were to involve only a portion of the teaching staff. The Conference Committee labeled it a "merit pay" plan. As it turned out, neither Conference Committee nor school board had seen the proposals prior to the meeting, to their evident chagrin. (It had been agreed that all materials to be presented would be made available to the participants prior to the meetings.) Thus, they were individually and collectively unprepared to discuss the new salary plans. The new proposals obviously caught the Conference Committee off balance. Virginia Green, of the Conference Committee, complained that the board was remiss in introducing new materials at that point without

consulting the Conference Committee in advance. She further stated that she had not seen the agenda until that evening and that it should have been in the Conference Committee's hands three days prior to the meeting.[9]

The subject was changed by Mr. McDade, who raised some questions concerning administrative salaries under the newly proposed schedules and concerning the administration of the extended contract provisions. Mrs. Green asked how the extended contract provisions under discussion could be considered base salary, since not all teachers would be offered the full twelve-months contract. A defense based on the fact that "not all teachers want to work in the summer," was attempted by Mr. Jarrell. Mrs. Green was not satisfied. She stated: "The fact remains that the teachers of (River City) would be having a base salary of $5,500.00. Is that what the board is offering to us to take back to the teachers?"

Mr. Ammons was quick to defend the "non-negotiatory" stance of the board. The following exchange took place:

Mr. Ammons: "The board isn't offering anything. We're discussing different proposals."

Mrs. Green: (In a sarcastic tone of voice.) "How many?"

Mr. Ammons: "Many. We're going through a process of evaluation of thoughts concerning salary and related economic policies."

Mrs. Green: "Because of this (board's refusal to support a proposal) the committee sees no reason not to discuss our proposal. We haven't heard any valid reason not to."

Mrs. Green recommended that the $6,000.00 proposal be adopted by the board and referred to a vote of the people. She was speaking of the annual budget election at that point. Mr. Jarrell countered that there was considerable community opposition to the proposal. He further stated:

"We are not as a board unanimous in our acceptance of the proposal that it is a wise thing to chance a budget defeat if we are convinced in our own mind that it cannot possibly be won."

He predicted that the next school board meeting, at which it had been hoped a salary schedule for 1967-68 could be adopted, would "...have the largest public attendance of any meeting in the board's history." Mr. Jarrell essayed to speak for the tax-conservative

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[9]Apparently Sam Boone, the Conference Committee member who was responsible for submitting agenda items to the Superintendent, had failed to do so within the allotted time. Thus, it was not possible for the Superintendent to get the agenda out on time.

segment of the community throughout the consultation period. Interestingly enough, the large scale anti-raise demonstrations he predicted failed to materialize. The reason for this was not clear.

During the meeting, the Superintendent pressed for adoption of a "lump sum figure" to be used by the administration in preparing the budget document. He hoped that such a figure could be made available at the next regular board meeting.

Mr. McDade, of the Conference Committee asked whether the board had to make a budget decision by that time. Mr. Jarrell replied that he felt something had to be done, and that he would raise salary as an agenda item for the meeting.

The Conference Committee had requested a date for another meeting with the board. Mr. Jarrell stated that such a decision would be "academic if we arrive at any kind of a conclusion Wednesday night.' (date of board meeting)

Mrs. Green: "Are we to understand that you feel the situation as far as discussing with the Conference Committee is closed?"

Mr. Jarrell: "No, no. I'm simply recognizing that it is the prerogative of the board to direct some procedure in drafting the budget in the meeting Wednesday night. If they (board) don't choose to do this, we could perhaps set another meeting if you wish..."

Mrs. Green was apparently attempting to establish "bad faith" in consultations on the part of the board at that point. The members of the Conference Committee felt that the board was obligated to reach some form of consensus with them before acting. The State Teachers Association had requested an attorney general's opinion on this point, but it was not made available until January, 1967. Thus, the Conference Committee was operating on the assumption that "good faith consultation" countenanced agreement, while the board held that no agreement was necessary and that all decisions would ultimately be made by the board alone. Following the above exchange, a tentative meeting date of January 5, 1967 was set.

The December 21 meeting of the Board of Directors was attended by some 300-400 teachers and interested citizens. An opening statement by Chairman Jarrell reaffirmed the board's anti-negotiation stance. He stated, in part:

"The state law, as presently drawn, requires the board to consult, discuss and confer with a committee which is elected by the teachers; and I think it's well to point out that in the drafting of this present legislation the word 'negotiation,' which at least in my mind, carries the implication of a binding, single agreement reached between the parties was specifically left out. It was considered, and by intention omitted, leaving the boards in their historical position of hearing all sides, coming to the best and most wise

judgment they are capable of, and then presenting to the community the program which they think is necessary to continue the kind of school district which is felt to be necessary."

The President of the local Teachers Association disagreed that the law did not call for agreement. He stated that the position of the Teachers Association was that "the intent of the legislation was quite clear in the first statement, to establish a procedure for the orderly, equitable and expeditious resolution of such matters. Resolution...should mean something." "And again, it wasn't an oversight to leave in the section where procedures for persistent disagreement exist. If this isn't a meaningful part of the law, we would assume this section would have been removed."

The President was playing his organizational role. He was well aware that the law had been emasculated during prepassage lobbying and that the ambiguities to be found were the result of political "jockeying" for position and unwise concessions. However, he defended the teachers' position vigorously.

Next came a round of speeches for and against the proposed $6,000.00 salary schedule. Only two speakers were against the increase, while the teachers secured a number of persons willing to speak for the proposal, several of them staff members at the University. As it turned out, not all of them had the opportunity to speak because of time limitations.

Probably the most interesting speech of the evening was made by River City's Mayor. The mayor, a wealthy lumberman, complained that, through his property taxes, he was "carrying several teachers all by myself." He stated, in part:

"It seems to be a concept that we're working on a bottomless pit, as far as money is concerned...When it comes to paying them (female teachers) $10,000.00 a year--and this is more than double what they can get in your business or my business, or anybody else's business, then I think it's time to take a look at our "hole" card. I can hire an excellent girl for $400.00 a month...and that girl, I think, could hold a job with any girl in your system...I think perhaps $6,000.00 or $7,000.00 should be a maximum (salary)."

Mrs. Wrenn: "What preparation does your $400.00 woman have and what does she do?"

Mayor: "Invoicing, bookkeeping, clerical work."

Mrs. Wrenn: "What formal training does she have?"

Mayor: "High school education."

Mrs. Wrenn: "Thank you."

and later:

Mayor: "I agree we have to pay our teachers well...but 10,000 bucks is overdoing it quite a bit, I believe. I think $5,000.00 or $5,100.00 is reasonable (starting salary). We don't have to pay top salaries, we are quite a way down--we can afford to be down and hire top qualified teachers...They're running out of the colleges so fast we don't know what to do."

The Mayor's lack of information and his attack on female teachers were not well received by the audience, composed primarily of local teachers and their families. Some uncomplimentary sounds and "heavy breathing" were displayed by the group. The Mayor's speech was followed by several pro-raise talks. Then it was the board's turn.

Mr. Jarrell: "Now comes the moment of truth in this matter for the board. The chair will entertain a motion from any board member as to how to proceed."

The board members apparently had no plan at that point. The members sat silently for a short time and then a desultory discussion of twelve-month salary plans began. When it ended, the Superintendent decided that the time had come for him to step in. He made the following comment:

Dr. Wright: "Knowing that Mr. Ammons had the assignment of trying to pull together the thinking of the board...I thought he might like to know some of (my thoughts). I wouldn't mind disclosing... the general framework of what's laid before the board, but you may want to study it more before hand..."

The Superintendent's statement referred to the fact that he had contacted Mr. Ammons and presented a compromise proposal of his own for the board's consideration. However, since this proposal was only made available on the day of the board meeting, Mr. Ammons had not been able to contact all the members of the board. Thus, six of the seven board members apparently saw the proposal for the first time when they arrived at the meeting.

Indicating that the group was on "dead center" (i.e., undecided as to what do to,) Mr. Jarrell asked the Superintendent to "...explain to the audience and to the board what you have proposed...as your best compromise among all the plans that we've talked about." The use of the word "compromise" was considered by some observers to be significant, an indication that the board was willing to effect a reasonable "settlement."

Superintendent Wright recommended a $5,800.00 base salary for teachers, plus greater provision for twelve-month contracts. (Appendix V) It seemed that those in the audience relaxed somewhat as this proposal was made. A member of the board, Dr. Lord, quickly moved the postponement of a decision until January 9, the next regular board meeting. The motion was unanimously adopted.

Chapter VII. The End Game - 1967

The Superintendent's proposal was received by the Conference Committee as an indication of the general area for settlement. During the interim period prior to the next Conference Committee-Board meeting, Dr. Eaves of the Conference Committee, prepared a $5,800.00 counter proposal with "inflated" increments at the midranges and a BA + 45 column. (Appendix V) This proposal rewarded the experienced teachers of the district by compensating them at a higher increment rate. The proposal as presented would have cost the district approximately $140,000.00 more than that presented by the Superintendent. This proposal was to be an indication of "good-will" and "willingness to compromise" on the part of the Conference Committee. Most teachers were not informed of the compromise proposal. The committee stated that it felt it best that as little publicity be given the new proposal as possible, probably because another tactic, described next, had been decided upon.

The committee planned during the interim an attempt to force the board to commit itself to the Superintendent's proposal. On January 5, 1967, at the Board-Conference Committee meeting, Dr. Eaves attempted to accomplish this in the following manner:

Dr. Eaves: "The thing I would like to ask is, is this the proposal that the board would like us to take back to the teachers?"

Dr. Eaves' attempt was frustrated by Mr. Ammons, ever alert in his defense of "non-negotiations."

Mr. Ammons: "As a board member, my answer would be...(no). You've attended all the board meetings. You know what actions have been taken. You know they (the board) haven't taken any action."

Dr. Eaves: "I know that. That's why I asked the question. The board has to commit itself sometime on what the salary plan will be between now and the next school year..."

Mr. Ammons: "I think that will probably be done for purposes of budget-making next Monday night."

Thus ended Dr. Eaves' attempt to force the board into a negotiating posture. Had the board committed itself, Eaves indicated, the committee probably would have terminated the meeting at that point, without mentioning their "new" $5,800.00 proposal, and would have called for an acceptance-rejection vote by the teachers. Had the teachers chosen to reject the proposal, the committee could then have gone back to the board and conducted negotiations in the range of $5,800.00-$6,000.00. This, of course, did not materialize.

Dr. Eaves then introduced the Conference Committee's new proposal with the following comments: "In the proposal of $5,800.00 that the Superintendent made, we feel that there isn't a piece of evidence anywhere which indicates that our $6,000.00 salary is out of line.

The only place where we are a little weak on the $6,000.00 is that we can get teachers here at the University...at a cheaper rate... so we are willing to concede on the point. I don't know who we're conceding to. Technically, we're supposed to concede to the school board, and they're not willing to make a commitment any way at all."

Mr. Jarrell: "You're conceding to yourself."

Dr. Eaves: "No, we're conceding to the Superintendent's plan...we are making a concession to the Superintendent's plan that $5,800.00 would be the starting pay."

The board received this proposal with little comment, and the conversation shifted to rates of pay for other occupations, comparability of River City salaries to those of other school districts, and cost of living figures. There was also a discussion of extra pay for extra responsibility. The Conference Committee, however, stressed a raise in the base salary as its aim. Dr. Eaves made what was deemed by many to be an unfortunate statement during that discussion. Speaking of a raise in the basic pay he said: "Give the teachers professional pay. We've never been given a chance...It's always on the basis of what we can get teachers for and not trying to provide them (professional wages.)"

"Give us a chance...to act as a profession, whereby we can give time and effort for it. You'll be surprised how much improvement will take place. The salary has to come first. Then the other things (improvements) come after."

Mr. Jarrell: "That's backwards from all the rest of the world."

Dr. Eaves: "No, not really."

Mr. Jarrell: "In the world most of us live in, we perform and then we get."

This statement by Dr. Eaves was later used by Mr. Jarrell as the focus for a rather "anti-teacher" statement, as will be noted shortly. The meeting ended without any basic agreement having been reached. The Conference Committee was displeased at the failure of their attempt to gain "real" negotiations, but felt that the Superintendent's proposal plus their own compromise proposal had suggested to the board the most desirable area for compromise.

The board's informal noon briefing, held on January 6, 1967, provided some indication of the Board of Directors' basic discomfort at the situation, including lack of intragroup communication and fear of misrepresentation by the press. During the meeting, Mr. Jarrell indicated his unhappiness about the "untruths" of the local newspaper. Several of the newer members suggested that a general discussion of the issues should be undertaken during the meeting. This was not put into effect, however. The Superintendent suggested that some counter proposals were in order. This provoked a quick reply from Mr. Ammons.

Mr. Ammons: "We don't have to confer..."

Mr. Jarrell: "And we don't have to meet every time they want to try to force us into a negotiated settlement."

Mr. Hartness requested that the Superintendent prepare a salary schedule based on a $5,700.00 base for presentation at the January 9 board meeting. Since the Superintendent had prepared such a schedule and had submitted it to the board on December 19, 1966, along with a board-requested $5,500.00 proposal, this appeared to be an attempt on Mr. Hartness' part to "take advantage" of the Conference Committee. The committee, it will be remembered, had itself to a $5,800.00 proposal in response to the Superintendent's $5,800.00 proposal. Had the board chosen to "offer" $5,700.00 this would probably have been interpreted by the teachers in River City as being an "unfair" tactic, since Superintendent and teachers had "agreed" on $5,800.00. This was a nebulous situation, one in which traditional private-sector bargaining interpretations had to be applied with great caution.

In any event, this move by Mr. Hartness was opposed by Mr. Lowe, who asked whether it would be harder to "sell" a $5,800.00 plan than a $5,700.00 one. This occurrence foreshadowed a "liberal-conservative" split in the voting at the January 9 meeting.

The January 9 meeting was attended by some 500 teachers and citizens. Held in a local high school auditorium, it drew the biggest crowd of the "season." Less than 30 minutes after the meeting began, Mr. Hartness requested that the Superintendent discuss the $5,700.00 proposal that had been prepared. This was done. The proposal was similar to the originally submitted $5,700.00 proposal, differing primarily in the size of administrative ratios, which had been reduced somewhat.[10] The discussion following the Superintendent's proposal went as follows:

Mr. Hartness: "Mr. Chairman, I move the adoption of the salary plan as presented."

Mr. Ammons: "Second"

Mr. Carter: "I'll second the amendment. I'm very happy to see that Mr. Carter made this motion, saving me the trouble of having to do it. I'm of the opinion that we're not, at least I'm not, clairvoyant. And I don't believe the rest of the board is either, so they can see what the voters of this district may or may not do in May (date of budget election), and I think we'd just as well think in positive terms as in negative terms. I'm just as convinced we can pass the budget at $5,800.00 as we can at $5,700.00."

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[10]Because of the basic similarities of the proposals, a copy of the second $5,700.00 proposal was not included.

The amendment was passed with Dr. Lord, Mr. Lowe, and Mr. Carter, joined by Mrs. Wrenn voting in favor, and Mr. Hartness and Mr. Ammons voting against. Mr. Jarrell, as Chairman, did not vote. His later remarks, however, indicated that he probably would have voted against the amendment.

Following the vote on the amendment, Mr. Hartness and Mr. Ammons withdrew their objections and voted with the majority to adopt unanimously a 1967-68 salary base of $5,800.00.

Not a single citizen had spoken against the schedule during the time allotted for remarks from the floor, which fact was viewed by Conference Committee members as significant. A number of "pro-teacher" statements had been made, which was to be expected.

The newly adopted schedule called for a $5,800.00 beginning salary and a maximum of $8,874.00 for a BA and 13 years' experience. The top salary for an MA + 45 quarter hours and 15 years of experience was $10,556.00. (Appendix V) The BA + 45 column was not adopted by the board. The then current index schedule, which governed increment size, was maintained. On these two points the Conference Committee failed to obtain what they had sought.

Provision was made to provide 235-day contracts for 130 local staff members and 210-day contracts for 200 staff members. The Superintendent was to select the recipients of these contracts. Administrative ratios were reduced somewhat.

Following the adoption of the salary schedule, Mr. Jarrell made a series of remarks:

Mr. Jarrell: "...I'm out against teachers getting all the money that the town can afford to pay. I think there is a very definite danger in jumps as high as the one we're contemplating. I seem to have the ear of more of the people who pay the bills than some of the other members of the board. I have urged them to be vocal, and, unfortunately, they have not done so. ...the only ones that are not being vocal in this situation are basically those who do pay the bill. We're going to find out a little later in the year just how numerous those people are.[11]

During our discussions with the Certificated Conference Committee, on several occasions the position has been taken which says, in effect, 'we know we could do better. If you'll just give us professional salaries, you will be amazed at what we accomplish.' This is an admission in itself that there is much that could be done that is not being done. Now, in no areas of society that I've travelled in is this kind of attitude the basis for increased compensation."

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[11]Mr. Jarrell was correct. The first budget election, held in May, 1967, failed to pass, as did the second, held in June, 1967.

Mr. Boone, of the Conference Committee, replied and attempted to establish the appearance that the Conference Committee and teachers would "approve" the board's salary decision.

Mr. Boone: "I would like to say that the official position of the Conference Committee is not that if you'll give us the money, we'll go to work, because we're working real hard right now. The decision on the salary plan is now before us. We would like to duplicate this plan and give it to the teachers for their reaction and consideration. We would further like to schedule a meeting with the board so that this plan might be discussed and we could talk together about this plan. I'm certain you'll be interested in the teacher reaction--the ideas they have concerning the plan and materials you have, and we'll want to see and hear your justification of the proposal and the plans you have for presenting it to the public."

No meeting was scheduled, however, and by March, 1967, no further meetings between the board and Conference Committee had been held. Thus, the Conference Committee failed in its last attempt to foster an impression of negotiations with the school board.

The vote on the salary proposal had split along "liberal-conservative," or "new-old" lines. The split in philosophy among the board members was clear and was a deciding factor in the size of the salary raise. Had Mrs. Wrenn voted with Hartness and Ammons, Mr. Jarrell almost certainly would have cast the tie-breaking vote against the $5,900.00 amendment and the schedule would have been set at $5,700.00.

By the same token, had the size of the board not changed from five to seven during the summer of 1966, or if the former board chairman had continued in office, or both, not only the amendment vote but the entire course of consultations very likely would have been different. As it was, strife and unrest were avoided by the actions of the board. The Conference Committee and local Teachers Association, which planned to call for militant demonstrations of some kind in the event of an unfavorable salary decision, were deterred temporarily.

Apparently the Board of Directors acted wisely indeed in the adoption of the $5,900.00 schedule. By their action they delayed the local Teachers Association's plans for organized militance by at least a year, according to the association's president.

Interestingly enough, an attorney general's opinion on the necessity for agreement and on the declaration of impasse became available in early January. The opinion affirmed the board's complete authority, under the law, to make salary decisions. Thus, had the board's decision not been satisfactory to the Conference Committee, no legal remedy would have been available to them. The interpretation, referring to impasse, indicated that either party to a dispute could call for consultants, but that the consultants' responsibilities were purly advisory in nature, and did not involve traditional private-sector arbitration.

This ruling disappointed the Conference Committee and Teachers Association, who had considered the possibility of seeking an injunction against the budgetary process in the event of an unfavorable salary adoption. The ruling reinforced the feeling of some teachers that the consultation law was, in fact, a "paper tiger," giving false hope to teachers. However, the fact remained that a considerable improvement in salary and working conditions had been gained through use of this loosely-structured process.

PART III THE ANALYSIS

Chapter VIII. Consultation and Bargaining Theory-Relationships

The final chapter of this report has been devoted to an attempt to relate the process occuring in River City and other towns to bargaining theory from the field of industrial relations. As this is an "idiographic," or "particularizing" analysis, appropriate generalizations from industrial relations have been considered for purposes of making particular statements about the educational environment and activities in question. It will be obvious to educator and industrial relations specialist alike, that the wholesale transferal of concepts from the latter field to the former is not feasible. The achievement of congruence between the two areas would necessitate such alterations of data that the final product would be unrecognizable as a form of objective reality.

At the same time, many of the procedures and processes to be found in educational negotiations have reasonable counterparts in private sector bargaining. An attempt will be made to identify salient characteristics common to the fields, in the hope that such an activity will serve to enlighten, or at least stimulate, questions among educational sophisticates.

Motivations and Actions of Principals

The relationship between the Board of Directors and Teachers Conference Committee in River City was from the beginning fraught with ambiguities and structural shortcomings. The school board consulted under legal duress rather than from more altruistically positive motivations. Consequently, the board was quick to resist any teacher actions seen as encroaching upon its traditional legally defined decision-making prerogatives. The hoary concept of "illegal delegation of authority" in salary determination was presented from time to time, much as private employers of the early 20's faced with unionizing attempts justified resistance to such activity on the grounds that "fixed natural laws of supply and demand" determined proper wages. Another familiar argument employed during consultations was the following: "If the teachers don't want to work for the salary we offer, they can teach elsewhere." This argument, identical in every respect save the employment referent, was utilized constantly during the days of early private sector bargaining attempts.[1]

The Board of Directors was handicapped in several respects. First, communication among board members was inadequate, according to several members. ("We never had a chance to talk things out.")

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[1] Leon Litwack, The American Labor Movement (Englewood Cliffs: Prentice-Hall, 1962), 52.

The board felt an unusual responsibility for avoiding the closed meetings or executive sessions so common in private sector bargaining. This was because of the board's conviction that, as a public body, it was responsible to the tax payers, and must, therefore, allow public scrutiny of its activities. It appeared that political constraints were important in this instance (i.e., fear of public sanctions or charges of unethical conduct which could result from closed meetings.)

There were complaints that constant press coverage of meetings prevented the candid airing of opinions, and claims that the press sometimes misrepresented the board's position in its coverage. No doubt the presence of reporters inhibited openness in interaction. Privately, board members admitted that they had informal contacts with one another, but that these were inadequate was evidenced by the overt lack of unanimity among board members on several important questions. This lack of group solidarity could have been used against the board had it faced a sophisticated team of teacher negotiators. In private sector bargaining an attempt is made to present a united front to the opposition at all times. Many companies use a chief negotiator, who makes presentations and interacts, while his associates concentrate on observing the expressions, actions and comments of the other team. As will be seen, the Conference Committee was more astute in this regard than the board.

A second problem facing the board was lack of time for preparation and study of materials related to consultations. As a lay group, all board members were exceptionally busy people. They did not expend the time necessary to keep well-informed on the issues before them, tending rather to rely on the Superintendent to supply the information they needed for decision-making purposes. Unfortunately, the Superintendent did not, as the board perceived it, keep them well-informed. He tended to make materials available at the last minute, either due to the press of circumstances or as part of a knowledge control tactic. The board, generally speaking, had inadequate information from which to consult.

The third important factor influencing consultation was the lack of philosophical congruency expressed by the board. The group split along liberal-conservative or experienced-inexperienced lines, and voted accordingly. The new members of the board supported a large salary increase, while the more experienced members did not. During debate there was much disagreement among board members, quite an acceptable approach for an elected public body to take. It was not, however, an appropriate approach for a negotiating body to take. Had the negotiations been more formalized and had the other team been more sophisticated, such activities would have been most detrimental to the board's bargaining position. As it was, the "new-old" split among the board members proved to be one of the most important factors in determination of the outcomes of consultation.

From the above description it can readily be seen that the board as a body had little or no negotiating experience to draw from for the conduct of salary negotiations. As a result, the board appeared uncertain, uncommitted and uncomfortable a good deal of the time. Certain advantages which the board possessed must be recognized, however. The board had a strong legal status and traditional prerogative to support its position, while the Conference Committee stood on rather shaky precedent. Another board asset arose from the consultation law's ambiguity. It was not immediately apparent just what the Conference Committee's true rights and status were, a fact which caused the committee to operate cautiously.

In addition, the board controlled the election of the Conference Committee members, certified the winners, and provided a budgetary appropriation for the committee's use. This matter became the subject of continued maneuvering during the consultation period, as was pointed out in the text of the study. Needless to say, the consultation team's status as teacher representative was imperiled by such an arrangement, since the board's influence over financial matters could have greatly inhibited committee actions. In private industry, such an arrangement has typically been termed "company union." "Company unions" are controlled by the employer and tend to espouse a "soft line" toward the company. While it did not appear in 1967 that the Conference Committee was employer-dominated, the threat to its sovereignty was inherent in the election and financial arrangement them in force. The board, if so inclined, could have utilized this situation to considerable advantage, thereby reducing the threat of the Conference Committee's presence.

Mr. Jarrell, President of the Board, may have recognized the advantage of such a situation. His negative reactions to the attempts by the committee to raise money among its constituents and professed willingness to appropriate additional funds as necessary for committee support, seemed to indicate a desire on Jarrell's part to institutionalize control of the committee's finances. This was seen as being a tactically sound move, from the board's viewpoint. On the other hand, the Conference Committee's moves toward financial autonomy were, from their point of view, tactically sound also. Perceptions of desirable actions fluctuated in this instance with role, as is usually the case.

The Conference Committee operated under a series of constraints, also. These included the lack of a local tradition of teacher-board negotiations, and an inability to control the budget-making process to any large extent.

Because of this, the board was not in a position to guarantee that a particular salary would be forthcoming, since the voters had to approve the budget requests at a special election in May. In a legal sense, then, any agreement between board and teachers could not have been termed binding on the board. The board could agree only to present the matter to the voters. This represented a major difference between public sector and private sector bargaining.

of course. In the latter instance, the company negotiators are in a position to make firm financial commitments. The presence of constraints of this type prevent public bargaining from attaining the desired degree of certainty.[1]

In addition to the above handicaps, the Conference Committee suffered from the lack of closed meetings as such as the board. The practice of meeting "in a goldfish bowl" made it impossible for either team to express itself openly in some areas of concern, and apparently prevented the execution of needed trade-offs designed to bring a convergence of bargaining positions. Part of the difficulty, of course, stemmed from lack of negotiating experience on the part of the Conference Committee. While this group made a relatively sound presentation, gave an appearance of solidarity, and exercised restraint in comments proffered, the group was not familiar with the fine points of the bargaining process. In the private sector, experienced negotiators, not personnel elected from the ranks of the employees, would have been used. Over time, however, it seemed likely that a cadre of experienced personnel would be developed and that continuity of committee membership would be provided for.

Another handicap faced by the Conference Committee was the lack of organizational ties, which meant there was no group to which the committee was accountable, or which was obligated to supply consistent support to the committee. It is true that the local Teachers Association was willing to provide counsel and financial support in this instance. However, the possibility of disaffection between the two groups constituted a constant threat to the strength of the committee.

It should be pointed out that while the school board attempted to observe the "letter" of the consultation law and wished to do no more than absolutely required by statute, the Conference Committee was attempting to use the law to gain true negotiatory status and power vis a vis the board. These attempts were frustrated by the board to the extent that the "letter" of bargaining failed to materialize. However, the "spirit" of the process was in abundant evidence. The board eschewed the concept of bargaining at the formal intellectual level while recognizing the necessity for compromise at the operational level.

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[1]On May 2, 1967 the budget election was defeated 5722 to 4747. This necessitated the holding of a second such election on June 8, 1967. The second levy failed 5507 to 4841. On July 7, 1967, the budget election passed by a vote of 7802 to 7271.

Decisional Control

Assuming the control process in education to be a continuum running from total employer control of decision-making to total employee control of decision-making, it is possible to represent the River City situation graphically. (Figure 5)

Figure 4.

Decisional-Control

Employer *Model* *Employee*

A _____ B _____ C _____ D _____ E

5.1 4.2 3.3 2.4 1.5

A - overt, unilateral decision-making by employer. Employees non-involved. (5) maximum employer power; (1) minimum employee power.

B - involvement of employees in decision-making, with final determination reserved to employer. (4) employer power dominant; (2) employee power increasing.

C - cooperative determination of policy. Decision-making shared by employer and employees. (3.3) employer-employee power equivalence.

D - involvement of employer in decision-making, with final determination reserved to employees. (2) employer power decreasing; (4) employee power dominant.

E - overt, unilateral decision-making by employee. Employer non-involved. (1) employer power minimal; (5) employee power maximum.

It appears that Point Z most accurately represented the state of affairs in River City in early 1967. While the Conference Committee, representing employees, was aiming for Point C, shared decision-making, the board had successfully forestalled this development, at least for the present. Another way of stating this would be to say that a (4- 2+) power-of-decision situation existed. The board had involved the employees in decision-making, while retaining final authority for determining policy, and the additional strength provided by the consultation law had given the Conference Committee the necessary impetus to move the relationship some distance along the path from B to C. Just how far the relationship had moved was moot.

Several Conference Committee members, frustrated because of their failure to gain a true bargaining relationship, privately denigrated their progress, while members of the Board of Directors, fearing circumscription of their authority, manifested considerable public

concern over the developing relationships. Privately, several board members admitted that the development of true negotiations along traditional labor lines was relatively certain. No one was willing to predict how soon this would take place.

From analysis of the data, it seems clear that a modified form of bargaining was developing in River City in 1966. This conclusion is based upon: (1) the fact that the employees had gained legal status for involvement in the setting of certain school policies; (2) the fact that the "spirit" of collective negotiations was present to some degree during the board-Conference Committee consultations; (3) the admission by some members of both board and Conference Committee that true negotiations were "around the corner."

Commitment Tactics

During the course of consultation, the Conference Committee took a strong stand in favor of their originally proffered $6,000.00 proposal. This act of pledging itself to a certain proposal constituted what is referred to in industrial relations as a commitment tactic. Commitment tactics are used to reduce the range of indeterminateness, that is, the difference between the positions of the two parties negotiating. Assuming a positive settlement range (i.e., the maximum settlement point acceptable to the board is not below the minimum acceptable settlement point for the teachers), commitment tactics involve efforts by each party to narrow the range of settlement to a point most favorable to itself. That is, the party gaining the greatest portion of the range of indeterminateness is most successful at negotiations.[2]

The Conference Committee's $6,000.00 commitment point was matched by the board's tacit $5,500.00 point of commitment.[3] Thus, in a general way, a range of indeterminateness ranging from $5,500.00 - $6,000.00 was delimited. (Figure 1)

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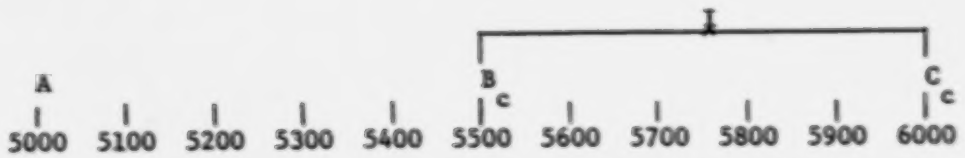
[2]Richard E. Walton and Robert B. McKersie, A Behavioral Theory of Labor Negotiations. (New York: McGraw-Hill Book Co., 1965), 82-83.

[3]The board was deliberately vague about its commitment, a fact which gave them flexibility and the opportunity to control overt conflict with the Conference Committee.

Figure 1

Range of Indeterminateness



A - current rate

B_c - board commitment point

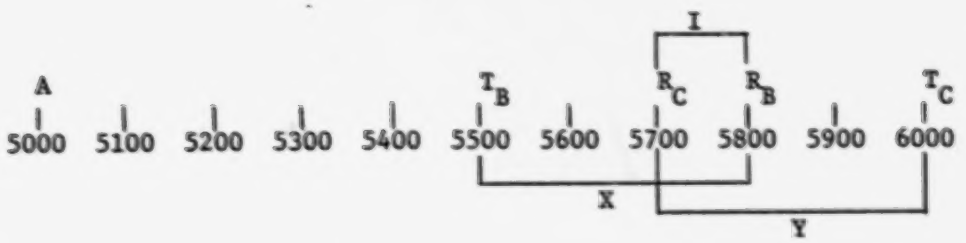
C_c - committee commitment point

I - range of indeterminateness

For some time both board and committee clung to their original points of commitment. Finally, after the inter-team negotiations of the Superintendent began to have some effect, the Conference Committee reduced its demand to $5,800.00 from its original target point of $6,000.00 (i.e., the point the committee would have liked to reach, in this case synonymous with their commitment point.) In private, committee members indicated that they "could accept" a figure as low as $5,700.00 without the necessity for militance. Thus, $5,700.00 was their resistance point. Some board members, on the other hand, communicated privately the perception that $5,800.00 was about all the voters "would stand for." Thus, the board's resistance point became $5,800.00. The majority's target point was, of course, $5,500.00. The committee's "range of aspiration" ran from $5,700.00-$6,000.00, while the board's ranged from $5,500.00-$5,800.00. During consultations it became apparent that the true range of indeterminateness was the area $5,700.00-$5,800.00.

Figure 2

Reduced Range of Indeterminateness



A - current rate

T_B - target for board

T_C - target for Conference Committee

R_C - committee resistance point (i.e., point below which committee would recommend militance)

R_B - board resistance point (point above which board would not go)

I - range of indeterminateness

X - board's aspiration range ($300.00)

Y - Conference Committee's aspiration range ($300.00)

A settlement anywhere within this range would have been satisfactory. As it turned out, the liberal wing of the board, composed of inexperienced members, prevailed over the conservative, more experienced members, and $5,800.00 was adopted by the board as the 1967-68 salary base. The Conference Committee quickly acquiesced in this matter, since the figure was above their resistance point.

According to bargaining theory, it appeared that the Conference Committee had been more successful at bargaining than the board, since: (1) the board had settled on a figure which equalled their "top dollar" (resistance point); (2) the Conference Committee had gotten a settlement which was $100.00 above their "bottom dollar" (resistance point).[4]

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[4]The failure of the tax elections on May 2, 1967 and June 8, 1967, temporarily laid the question of success open to some doubt, however. It began to appear that the teachers had bargained for a point above maximum marginal utility. The July election laid these doubts to rest.

Role of the Superintendent

The Superintendent's role was undefined, since the law omitted him from the bargaining unit and assigned him no function in the process. This uncertainty allowed the Superintendent considerable flexibility of action throughout the consultation process. He was enabled to act as a mediator, reconciling the positions of the two groups involved through use of his personal skills.

It is felt that the Superintendent was party to the classic role conflict situation, defined by Parsons as "...the exposure of the actor to conflicting sets of legitimized role expectations such that complete fulfillment of both is realistically impossible."[5] He was expected by the Board of Directors to press for economies, while on the other hand being expected by the teachers to join the fight for a large salary increase.

The Superintendent was, in a word, confronted with Gross' classic alternatives. He could either: (1) maximize A, (2) maximize B, (3) compromise, (4) practice avoidance.[6] That is, the Superintendent could have conformed to the board's expectations with regard to salary proposal, conformed to the teachers' expectations, performed some compromise behavior which satisfied neither group completely but which each could "live with," or could simply have withdrawn from the process completely, avoiding decision.

After the first meeting between board and Conference Committee, the Superintendent eschewed patterns 1, 2, and 4 while attempting to implement pattern 3. He assumed a mediator role, attempting to negotiate with both groups, and trying to bring them closer together in their deliberations. A listing of salient events during consultation can help to classify the Superintendent's role in the process. (Figure 3) The chronology was as follows, first without the actions of the Superintendent:

1. The Conference Committee proposed a $6,000.00 salary schedule.

2. The board, denying vehemently that it was proposing anything, "suggested" a $5,500.00 salary schedule.

3. The Conference Committee made no change in its proposal.

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[5]Talcott Parsons, The Social System (Glencoe: The Free Press, 1951) 280.

[6]Neal Gross, et al, Explorations in Role Analysis (New York: John Wiley and Sons, 1958), 284.

Figure 3

OFFER COUNTER-OFFER SEQUENCE IN CONSULTATIONS

	Board	*Superintendent*[A]	*Conference Committee*
1.			Prop. $6000
2.	Prop. $5500		
3.			Stands pat
4.		Prop. $5700, $6000	
5.	Stands pat		Stands pat
6.	$5500 +[B]		
7.			Stands pat
8.		$5700 +	
9.	Stands pat		Stands pat
10.		$5800 +	
11.			$5800 (inflated)[C]
12.	$5800 + (adopts)		
13.			Concurs

End

A - Actual offers by Superintendent were made at same time as those of board. They have been represented as coming at different times for the sake of clarity.

B - $5500 + indicates a $5500 base salary plus provisions for 12 month salaries for some teachers.

C - $5800 (inflated) indicates that the proposal had increased increments at the mid-ranges to provide additional compensation for experienced teachers.

4. The board proposed a $5,500.00 schedule with extended contract provisions.

5. Once again, the Conference Committee made no alteration in its proposal.

Returning to the actions of the Superintendent, one finds that:

1. The Superintendent proposed salary plans based on $5,700.00 and $6,000.00 following the Conference Committee's original $6,000.00 offer.

2. The board and Conference Committee "stood pat" (i.e., made no response.)

3. The Superintendent proposed a $5,700.00 salary schedule with extended contract provisions.

4. Once again, the board and Conference Committee failed to respond.

5. The Superintendent proposed a $5,800.00 salary schedule, with provisions for extended contracts.

6. The Conference Committee, finding the latter offer within its aspiration range, countered with a $5,800.00 plan having inflated increments at the mid-ranges.

7. The board, at its next regular meeting, adopted a $5,800.00 salary schedule with the original, non-inflated increments, and with provisions for extended contract. The Conference Committee concurred with this action.

From this complex series of "non-negotiatory" acts, it becomes apparent that there were three, not two, bargaining agents involved in this process: the school board, the Conference Committee, and the Superintendent. Both board and Conference Committee were, in essence, dealing with the Superintendent, whose $5,800.00 + proposal was adopted by the board and accepted by the Conference Committee. He had bargained with both sides.

The board and Conference Committee had failed in attempts to reduce the area of indeterminateness. The board supported its $5,500.00 "suggestion" while the Conference Committee defended its original $6,000.00 proposal. The Superintendent's $5,700.00 and $6,000.00 proposals had each been ignored. His $5,800.00 proposal, however, was within the Conference Committee's aspiration range, and the Committee members signalled their collective willingness to settle at or around this figure by reducing their demands. The school board, no doubt interpreting this signal correctly, adopted the Superintendent's $5,800.00 proposal with the concurrence of the Conference Committee.

The board avoided commitment tactics, which gave them the flexibility needed for dealing with the complex trade offs involved in this relationship. Once the board was certain of the amount the Conference Committee would settle for, it moved to fulfill its legal responsibilities by "unilaterally" [illegible]ting the $5,800.00 proposal. This fulfilled the "letter" of the legal precedent calling for unilaterality of control, while winking at the "spirit." In this instance, both groups were reasonably satisfied with the outcome.

Chapter IX. Conclusions

This analysis has indicated something of the current state of flux in teacher-board-administrative relationships. The movement of teachers, as a power bloc, to gain for themselves additional influence in the operation and control of public schools is well-established as a form of objective truth. The form which the movement takes is similar in some respects to traditional collective bargaining, which has been defined by Morse as "...an intergroup power relationship that is collective and is bargaining."[1] The fact that the process involves groups exerting political power is anathema to many professional persons, conditioned as they are to espousal of the tenets of independent judgment and action. However, as this study has demonstrated, teachers as professionals employed in a bureaucracy are capable of responding realistically to the need for group activity. Such group activity is rapidly becoming rule rather than exception.

In this section the major findings of the study are logically juxtaposed in an attempt to clarify the meaning of the relationship under consideration. They are as follows:

1. A modified form of collective bargaining was developed and practiced during the period of consultations. Substantive differences between private and public sector bargaining were evident.

2. The process of economic consultation in River City bore some similarity to distributive bargaining as practiced in private industry, since it involved allocation of scarce resources and was conducted by groups having different overt goals. Its "tripartite" nature, however, lent a distinctive character to the interaction.

3. The consultation process involved a complex series of negotiatory trade-offs, which resulted in the reduction of the area of indeterminateness and in eventual agreement upon a mutually acceptable salary figure.

4. The decision-making process in River City appeared to have shifted from a condition of unilateral board of education action, through a decisional-involvement of employees stage, and was progressing toward shared teacher-board policy determination in economic areas. How far the process had progressed was indeterminate given the information available.

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[1]Gary Morse, "Management in Negotiations," Teacher-Administrator-School Board Relationships (Minneapolis: Educational Research and Development Council of the Twin Cities Metropolitan Area, Inc., 1967), p. 29.

5. The Board of Directors, continually guarding its traditional decision-making prerogatives, consulted under legal duress, seeking to do no more than absolutely required by law. This tactic was congruent with that practiced by management groups in the private sector during the development of collective bargaining.

6. The Board of Directors eschewed negotiation at the formal intellectual level, but recognized the need for compromise at the operational level. Ideology was uttered, but political pragmatism prevailed in the relationship observed.

7. The Board of Directors' goals were explicit, while those of the Conference Committee were implicit in its actions and rationale for consultation.

8. The Conference Committee, representing the teachers, consulted with the intention of establishing true teacher-board collective negotiations. Such negotiations embody a concomitant increase in teacher influence and authority. Had the Conference Committee gained true negotiations, teacher power vis a vis the board would have been enhanced.

9. The use of commitment tactics on the part of the Conference Committee resulted in a settlement closer to the Board of Directors' resistance point.

10. The avoidance of commitment tactics by the board promoted flexibility on their part and helped to avert damaging and overt conflict. The settlement reached was, however, closer to the board's resistance point as a result of the utilization of this tactic.

11. The dissension concerning the institution or non-institution of true negotiations was relatively predictable. The situation approximated that which occurred in private industry during the formative stages of collective bargaining.

12. Predictably, due to unfamiliarity with the consultation process, both Board of Directors and Conference Committee tended to be inept at their tasks.

13. The Board of Directors' control of election and certification of Conference Committee members, and of the Conference Committee's budget, was a potential advantage for the board, and a correspondingly potential disadvantage for the Conference Committee, the reason being that "company union" status could arise from such a relationship.

14. Lack of provision for "closed" meetings between the Board of Directors and teachers was a source of considerable concern to board, Conference Committee and Superintendent, all of whom felt that meaningful intercommunication was thereby inhibited.

15. The philosophical split among the members of the Board of Directors, plus the inexperience of a majority of the members, was an influencing factor in the consultative relationship. This situation prevented the manifestation of group solidarity so desirable in collective negotiations.

16. The board's intracommunicational difficulties, fostered by a lack of adequate informal and private contact, contributed to the lack of group solidarity so needed in negotiatory relationships. This handicap rendered the board less effective in its efforts to reach agreement with the Conference Committee.

17. The generally low level of informational background displayed by the board members contributed to their lessened effectiveness as a negotiatory or consultative body.

18. The legislation as written put the local Teachers Association at a considerable disadvantage, since it had no direct control of the Conference Committee. This caused some friction among the personnel involved. Such internecine strife is not unusual in special interest groups.

19. The Superintendent in River City occupied a position involving "role conflict." His survival reaction, following initial avoidance, was to assume the role of mediator, successfully compromising differences between the positions held by the Board of Directors and Conference Committee.

20. The Superintendent's actions as mediator had a considerable effect on the final outcome of the board-committee relationship. He did not lose influence in this relationship, but maximized his power as a result of the uncertainties present in the consultative process.

21. The Superintendent's mediatory role during the consultation period added to the complexity of the relationship, but promoted eventual agreement between the two groups.

From the study at hand it is possible to draw the conclusion that the traditional relationship between board, teachers, and Superintendent in River City was changing, even as it is changing in many American Communities. The teacher group, having gained the sanction of law, was attempting to gain power vis a vis the board of education and Superintendent. Obviously, this process tended to cause some realignment of authority relationships and to place constraints on the parties to the interaction.

The harmonious settlement of differences which resulted from this process seemed to indicate that collective negotiations or consultation is a viable process for use in public sector employer-employee relations. It is true that seeds of conflict are present, as is almost always the case in situations of this type. The fact that

overt conflict failed to arise in this particular case provides the basis for the optimistic prediction that negotiations can be a positive force in education rather than a negative one, although the conflictual potential in this process, as in most organizational relationships involving human beings, is considerable.

APPENDIX I

CONFERENCE COMMITTEE PROPOSAL

1967 - 1968

Professional Salary Proposal

	Bachelor		Bachelor + 45		Master		Master + 45	
Level	Index	Salary	Index	Salary	Index	Salary	Index	Salary
1.	1.000	$6,000	1.045	$6,270	1.09	$6,540	1.135	$6,810
2.	1.045	6,270	1.094	6.564	1.14	6,840	1.188	7,128
3.	1.090	6,540	1.143	6,858	1.19	7,140	1.241	7,446
4.	1.135	6,810	1.192	7,152	1.24	7,440	1.294	7,764
5.	1.180	7,080	1.241	7,446	1.29	7,740	1.347	8,082
6.	1.225	7,350	1.290	7,740	1.34	8,040	1.400	8,400
7.	1.270	7,620	1.339	8,034	1.39	8,340	1.453	8,718
8.	1.315	7,890	1.368	8,328	1.44	8,640	1.506	9,036
9.	1.360	8,160	1.437	8,622	1.49	8,940	1.559	9,354
10.	1.405	8,430	1.486	8,916	1.54	9,240	1.612	9,672
11.	1.450	8,700	1.535	9,210	1.59	9,540	1.665	9,990
12.	1.495	8,970	1.584	9,504	1.64	9,840	1.718	10,308
13.	1.540	9,240	1.633	9,798	1.69	10,140	1.771	10,626
14.					1.74	10,440	1.824	10,944
15.					1.79	10,740	1.877	11,262

Office of the Superintendent
River City Schools
River City, N. C.
November 28, 1966

Re: A Salary Plan Proposal Prepared for the Purpose of further Discussion of Salaries and Related Economic Matters with the Certified Committee Representing all Certificated Personnel Below the Rank of Superintendent

This proposal was prepared by the Superintendent-Clerk and staff at the direction of the Board of Directors. It is based on the following basic agreements as determined by the Board of Directors:

1. Use $5,500.00 as the beginning salary for a beginning teacher with a baccalaureate degree.

2. Use lower increment ratios during the probationary period with the higher increment ratios beginning with the tenure period.

3. Pay an "approved" bachelor's + 45 program on the same basis as a master's degree.

4. Re-examine the ratios paid for principals.

APPENDIX II (continued)

PRESENT PROFESSIONAL SALARY PLAN

(Adopted by Board of Directors, December 27, 1965)

Level	I 3-Years	II Bachelor's		III Master's		IV Master's + 45	Level
1	$4,100	1.000	$5,000	1.08	$5,400	$	1
2	4,300	1.040	5,200	1.125	5,625		2
3	4,500	1.080	5,400	1.17	5,850		3
4	4,700	1.125	5,625	1.22	6,100	6,175	4
5	4,900	1.170	5,850	1.27	6,350	6,425	5
6	5,100	1.215	6,075	1.32	6,600	6,675	6
7	5,300	1.260	6,300	1.37	6,850	6,925	7
8	5,500	1.305	6,525	1.42	7,100	7,175	8
9	5,700	1.350	6,750	1.47	7,350	7,425	9
10		1.395	6,975*	1.52	7,600*	7,675	10
11		1.440	7,200	1.57	7,850	7,925	11
12		1.485	7,425	1.62	8,100	8,175	12
13		1.530	7,650	1.67	8,350	8,425	13
14				1.72	8,600	8,675	14
15				1.77	8,850	8,925	15

*Highest Entering Salary

ADMINISTRATION OF THE SCHEDULE

1. This Salary Plan recognizes additional pay for summer professional services. The additional salary shall be based on 6% of the above amounts for 15 days additional service, up to a maximum 18% for 45 days additional services. The amounts listed in the above Plan cover the regular school year of 190 days.

2. This schedule does not constitute a contract with any employee, nor with any group of employees, but it is only a guide for the Board of Directors in fixing salaries.

3. Additional increments for special service or responsibility will be fixed by the Board at its discretion, such payments to be in addition to base salaries.

4. A teacher in the employ of the district who completes additional training entitling him to change into a higher training bracket on this schedule shall be placed in the new training bracket at the salary step next higher than the one held during the school year in which the additional training is completed.

5. Advancement on this Salary Plan shall be based on evidence of successful teaching which shall include loyalty to the River City Schools, cooperation with fellow-workers, professional growth, participation in curriculum improvements, and concern for the welfare of pupils.

6. Attainment of Schedule IV status, available only to outstanding tenure teachers, requires that a teacher meet the educational and professional standards established by the Board of Directors for the selection of teachers for this training category.

APPENDIX II (continued)

PRESENT PROFESSIONAL SALARY PLAN

Extended Contract

(Adopted by Board of Directors, December 27, 1965)

BACHELOR'S

Level	190-day Salary		Career Salary		
	Ratio	Salary	+.06 205 days	+.12 220 days	+.18 235 days
1	1.000	$5,000	$5,300	$5,600	$5,900
2	1.040	5,200	5,512	5,824	6,136
3	1.080	5,400	5,724	6,048	6,372
4	1.125	5,625	5,963	6,300	6,638
5	1.170	5,850	6,201	6,552	6,903
6	1.215	6,075	6,440	6,804	7,169
7	1.260	6,300	6,678	7,056	7,434
8	1.305	6,525	6,917	7,308	7,700
9	1.350	6,750	7,155	7,560	7,965
10	1.395	6,975	7,394	7,812	8,231
11	1.440	7,200	7,632	8,064	8,496
12	1.485	7,425	7,871	8,316	8,762
13	1.530	7,650	8,109	8,568	9,027

MASTER'S

Level	190-day Salary		Career Salary		
	Ratio	Salary	+.06 205 days	+.12 220 days	+.18 235 days
1	1.08	$5,400	$5,724	$6,048	$6,372
2	1.125	5,625	5,963	6,300	6,638
3	1.17	5,850	6,201	6,552	6,903
4	1.22	6,100	6,466	6,832	7,198
5	1.27	6,350	6,731	7,112	7,493
6	1.32	6,600	6,996	7,392	7,788
7	1.37	6,850	7,261	7,672	8,083
8	1.42	7,100	7,526	7,952	8,378
9	1.47	7,350	7,791	8,232	8,673
10	1.52	7,600	8,056	8,512	8,968
11	1.57	7,850	8,321	8,792	9,263
12	1.62	8,100	8,586	9,072	9,558
13	1.67	8,350	8,851	9,352	9,853
14	1.72	8,600	9,116	9,632	10,148
15	1.77	8,850	9,381	9,912	10,443

APPENDIX II (continued)

PRESENT SALARY PLAN FOR ADMINISTRATORS

(Adopted by Board of Directors, December 14, 1964)

ELEMENTARY PRINCIPALS 205 Duty Days		JUNIOR HIGH PRINCIPALS 220 Duty Days		HIGH SCHOOL PRINCIPALS 235 Duty Days	
1st year	1.18	1st year	1.30	1st year	1.50
2nd year	1.22	2nd year	1.34	2nd year	1.54
3rd year	1.26	3rd year	1.38	3rd year	1.58
Tenure	1.30	Tenure	1.42	Tenure	1.62

HIGH SCHOOL DEANS JUNIOR HIGH VICE PRINCIPALS 205 Duty Days		220 Duty Days		HIGH SCHOOL ADMINISTRATIVE VICE PRINCIPALS 235 Duty Days	
		(No position at present)			
1st year	1.14	1st year	1.22	1st year	1.30
2nd year	1.17	2nd year	1.25	2nd year	1.33
3rd year	1.20	3rd year	1.28	3rd year	1.36
Tenure	1.23	Tenure	1.31	Tenure	1.39

OTHERS	Duty Days	Ratio
Directors, staff duties mainly	235	1.50
Directors, Elementary and Secondary	235	1.60
Consultants, Coordinators, Department Heads	205	1.20
Assistant Consultants, Head Nurse	205	1.12
Department Chairman	205	1.12

ADMINISTRATION OF THE SCHEDULE

1. The ratios shown above apply to the individual employee's position on the Basic Salary Plan for School District No. 4 as established by the Board of Directors. This Plan and these ratios do not constitute a contract with any group of employees, but are only a guide for the Board of Directors in fixing salaries.

2. The salaries of Administrative and other special personnel shall be determined by multiplying his base salary, as determined from the Basic Salary Plan for one of his training and experience, by the index figure for the position to which he is assigned, provided that adoption of this Plan shall not serve to reduce the salary of any employee whose assignment is covered by it unless such a reduction results from a general change in the Basic Salary Plan.

3. Previous administrative experience within the past five years in a school district other than River City will be given consideration in placement on this Plan but the maximum ratio will be awarded only after a successful three-year probationary period has been completed. Administrative experience as a vice principal will not shorten the probationary period or hasten advancement on the principals' salary plan.

4. Elementary principals are on duty 205 days; junior high school principals, 220 days; and high school principals, 235 days.

APPENDIX II (continued)

PROPOSAL A

PROFESSIONAL SALARY PLAN

Level	Bachelor's Ratio	Bachelor's Salary	Master's/B + 45* Ratio	Master's/B + 45* Salary	Master's + 45 Ratio	Master's + 45 Salary	Level
1	1.000	$5,500	1.08	$5,940		$	1
2	1.040	5,720	1.125	6,188			2
3	1.080	5,940	1.17	6,435			3
4	1.125	6,188	1.22	6,710	1.27	6,985	4
5	1.170	6,435	1.27	6,985	1.35	7,260	5
6	1.215	6,683	1.32	7,260	1.37	7,535	6
7	1.260	6,930	1.37	7 535	1.42	7,810	7
8	1.305	7,178	1.42	7,810	1.47	8,085	8
9	1.350	7,425	1.47	8,085	1.52	8,360	9
10	1.395	7,673	1.52	8,360	1.57	8,635	10
11	1.440	7,920	1.57	8,635	1.62	8,910	11
12	1.485	8,168	1.62	8,910	1.67	9,185	12
13	1.530	8,415	1.67	9,185	1.72	9,460	13
14			1.72	9,460	1.77	9,735	14
15			1.77	9,735	1.82	10,010	15

*Planned 5th year program approved by administration

APPENDIX II (continued)

PROFESSIONAL SALARY PLAN

PROPOSAL A

Level	Academic Year Salary		Extended Contract Salary		
	Ratio	Salary 190 days	+.06 205 days	+.12 220 days	+.18 235 days
		BACHELOR'S			
1	1.000	$5,500	$5,830	$6,160	$6,490
3	1.080	5,940	6,296	6,635	7,009
5	1.170	6,435	6,821	7,207	7,593
7	1.260	6,930	7,346	7,762	8,177
9	1.350	7,425	7,871	8,316	8,762
11	1.440	7,920	8,395	8,870	9,346
13	1.530	8,415	8,920	9,425	9,930
		MASTER'S/B + 45			
1	1.08	5,940	6,296	6,653	7,009
3	1.17	6,435	6,821	7,207	7,593
5	1.27	6,985	7,404	7,823	8,242
7	1.37	7,535	7,987	8,439	8,891
9	1.47	8,085	8,570	9,055	9,540
11	1.57	8,635	9,153	9,671	10,189
13	1.67	9,185	9,736	10,287	10,838
15	1.77	9,735	10,319	10,903	11,487
		MASTER'S + 45			
1					
3					
5	1.32	7,260	7,696	8,131	8,567
7	1.42	7,810	8,279	8,747	9,216
9	1.52	8,360	8,862	9,363	9,865
11	1.62	8,910	9,445	9,979	10,514
13	1.72	9,460	10,028	10,595	11,163
15	1.82	10,010	10,611	11,211	11,812

APPENDIX II (continued

COMPARATIVE DATA FOR STUDYING PROFESSIONAL SALARY PLANS

Present Ratios as Used In Proposal A						Conference Proposal		
		$5,000	$5,500	$5,700	$6,000		$6,000	
Level	Ratio	Base	Base	Base	Base	Ratio	Base	Level
				BACHELOR'S				
1	1.000	5,000	5,500	5,700	6,000	1.000	6,000	1
3	1.080	5,400	5,940	6,156	6,480	1.090	6,540	3
5	1.170	5,850	6,435	6,669	7,020	1.180	7,080	5
7	1.260	6,300	6,930	7,182	7,560	1.270	7,620	7
9	1.350	6,750	7,425	7,695	8,100	1.360	8,160	9
11	1.440	7,200	7,920	8,208	8,640	1.450	8,700	11
13	1.530	7,650	8,415	8,721	9,180	1.540	9,240	13
15								15
				MASTER'S/B + 45				
1	1.08	5,400	5,940	6,156	6,480	1.09	6,540	1
3	1.17	5,850	6,435	6,669	7,020	1.19	7,140	3
5	1.27	6,350	6,985	7,239	7,620	1.29	7,740	5
7	1.37	6,850	7,535	7,809	8,220	1.39	8,340	7
9	1.47	7,350	8,085	8,379	8,820	1.49	8,940	9
11	1.57	7,850	8,635	8,949	9,420	1.59	9,540	11
13	1.67	8,350	9,185	9,519	10,020	1.69	10,140	13
15	1.77	8,850	9,735	10,089	10,620	1.79	10,740	15
				MASTER'S + 45				
1						1.135	6,810	1
3						1.241	7,446	3
5	1.32	6,600	7,260	7,524	7,920	1.347	8,082	5
7	1.42	7,100	7,810	8,094	8,520	1.453	8,718	7
9	1.52	7,600	8,360	8,664	9,120	1.559	9,354	9
11	1.62	8,100	8,910	9,234	9,720	1.665	9,990	11
13	1.72	8,600	9,460	9,804	10,320	1.771	10,626	13
15	1.82	9,100	10,010	10,374	10,920	1.877	11,262	15

APPENDIX II (continued)

PROPOSAL A AS IT WOULD APPLY TO A PRINCIPAL WITH A MASTER'S DEGREE

(Using 1966-67 Ratios)

	205 Days Ratio	205 Days Salary	220 Days Ratio	220 Days Salary	235 Days Ratio	235 Days Salary
$5,500.00						
First year principal 7th level - $7,535.00	1.18	$8,891	1.30	$9,796	1.50	$11,303
Tenure principal 15th level - $9,735.00	1.30	12,656	1.42	13,823	1.62	15,771
$5,700.00						
First year principal 7th level - $7,809.00	1.18	9,215	1.30	10,152	1.50	11,714
Tenure principal 15th level - $10,089.00	1.30	13,116	1.42	14,326	1.62	16,344

RATIOS USED ABOVE

The justification for the size of the ratios used is based on two factors:

1. Additional days of duty (three weeks equal 8%)
2. Additional responsibility

Taking the high school principal as an example, he has a beginning ratio of 1.50 or a salary of 50% above his position on the teachers salary plan. He has 235 days on duty or 45 days beyond that required of teachers. Forty-five days is equal to 24% above the salary for a teacher who is on duty 190 days.

This leaves 26% that is allowed for added responsibility. While the 26% is applied to the base teaching salary for 190 days, the principal is actually working 235 days. The dollar amount for the 26% responsibility factor in reality represents only an increase of 2[illegible]% beyond the amount the principal would have received for full-time duty on a teacher's rate of pay.

The salary that principals receive for added responsibility above that paid teachers varies from 9% for a first year elementary principal to 30% for a tenure high school principal. The additional pay for vice principals is correspondingly less because of the lower ratios used.

APPENDIX III

To the Taxpayers of River City
River City, North Columbia
December 5, 1966

The River City Education Association has requested that 1967-1968 teacher's salaries be increased by the River City School District. The request calls for an increase of $2,052,584.00 over present teacher salaries, and there would also be an additional $280,000.00 of salary cost for 40 new staff people next year. This request would start a beginning teacher at $6,000.00 per year and would go to a maximum base pay of $11,262.00 for the school year of 190 days. This compares with $5,000.00 to $8,925.00 on the present pay rates. Similar requests will surely be made to School Districts 78 and 105 also.

Faced with a slowed down local economy, I think this request is ill-advised. Consider the facts on salaries that are shown by the financial statements and budgets of the (River City) School District. These are summarized in the schedule attached. The highlights are:

	1966-67	1962-63	4-Year Increase
Total pupils	22,176	16,636	27.29%
Number of teachers	1,038.2	749.0	38.61
Number of principals	61.5	45.5	35.16
Total school employees	1,800.35	1,299.5	38.54
Teachers' salaries	7,564,204.00	4,814,331.00	57.12
Principals' salaries	686,195.00	457,424.00	50.01
Payroll taxes etc.	790,150.00	429,588.00	83.93
Total payroll costs	11,606,468.00	7,266,175.00	59.73

Enrollment has increased 27.3%, number of teachers increased 38.6%, total employees increased 38.5%. Salaries of teachers increased 57.1%--but we have no data to show how much of the increase was in annual increments and how much was for additional teachers.

To date, there has been no published listing of the number of persons in each bracket of the proposed pay scale compared with the number of persons on the current, 1966-67, pay scale. Such comparison is essential for an intelligent appraisal of the proposal and of its impact on the taxpayers.

Should the requested salary increase be approved, we are told that 'certificated' staff salaries would cost $2,332,584.00 ($2,052,584.00 + $280,000.00) more in the next school year. Aside from any other cost factors, such an increase (added to the 1966-67 sum of $10,076,067.00 costs in excess of revenues) could produce a tax levy of $13,787,972.00. This would further increase the annual tax rate for River City--already at a record high for 1966-67. Can River City afford another, greater tax next year?

Any noticeable tax increase could further retard property development and home buying in the River City area. I urge you to consider this, and also these unknowns.

1. Proponents may succeed in referring a 1-1/2% property tax limitation to the voters. A further hike in school millage would persuade some taxpayers to favor that measure. Such limitation could be disastrous for schools and local governments.

2. The amount of state property tax offset for 1967-68 is uncertain. It could be increased either by revised income tax rates or by a sales tax, but increased state help on property taxes is not yet assured in the 1967 Legislature.

3. Our present constricted local economy could diminish the District's property valuations and tax base if we do not enjoy an economic upswing soon.

Because of the reported amount of impact of the proposed pay raise, and because of the uncertainties of the state tax structure in the upcoming 1967 Legislature, I urge that action be deferred on this teachers' salary question until March 31, 1967.

Please take a minute, call or write the listed School Board members who are scheduled to consider this matter on December 21. Encourage them to defer action on this pay raise—DO IT NOW!

Sincerely yours,

/s/JAMES B. CONNELL
James B. Connell

JBC/kk

Norfleet Jarrell, Chairman	645-8729	644-9899
Arthur Lord	643-4058	644-5408
Floyd Ammons	642-5217	644-5909
Felix Lowe	642-2616	645-8796
Mrs. Jane Wrenn	645-8555	645-6373
Alvin Hartness	645-2616	645-2255
Richard Carter	672-1724	645-9973
Dr. Paul Wright, School Supt. and Clerk	642-5613	

P.S. The School Board will face this salary problem at its December 21 meeting. Please do your part as a taxpayer-citizen: be there and support your viewpoint on this important matter.

APPENDIX IV

River City Public Schools

PROPOSAL FOR 12-MONTH CONTRACT
(5,500 Base)
December 19, 1966

	BACHELOR'S			MASTER'S		(b)	MASTER'S + 45			
Level	Index	190-day Salary	(a) 235-day Salary	Index	190-day Salary	(a) 235-day Salary	Index	190-day Salary	(a) 235-day Salary	Level
1	1.000	$5,500	$6,490	1.08	$5,940	$7,009		$	$	1
2	1.040	5,720	6,750	1.125	6,188	7,302				2
3	1.080	5,940	7,009	1.17	6,435	7,593				3
4	1.125	6,188	7,302	1.22	6,710	7,918	1.27	6,985	8,242	4
5	1.170	6,435	7,593	1.27	6,985	8,242	1.32	7,260	8,567	5
6	1.215	6,683	7,886	1.32	7,260	8,567	1.37	7,535	8,891	6
7	1.260	6,930	8,177	1.37	7,535	8,891	1.42	7,810	9,216	7
8	1.305	7,178	8,470	1.42	7,810	9,216	1.47	8,085	9,540	8
9	1.350	7,425	8,762	1.47	8,085	9,540	1.52	8,360	9,865	9
10	1.395	7,673	9,054	1.52	8,360	9,865	1.57	8,635	10,189	10
11	1.440	7,920	9,346	1.57	8,635	10,189	1.62	8,910	10,514	11
12	1.485	8,168	9,638	1.62	8,910	10,514	1.67	9,185	10,838	12
13	1.530	8,415	9,930	1.67	9,185	10,838	1.72	9,460	11,163	13
14				1.72	9,460	11,163	1.77	9,735	11,487	14
15				1.77	9,735	11,487	1.82	10,010	11,812	15

(a) The 235-day column adds to the 190-day base 45 six-hour days or 45 days at 3/4 of the basic pay.

(b) The status of the AB + 45 had not been resolved at this time and it is not included in this proposal.

APPENDIX IV (continued)

River City Public Schools

PROPOSAL FOR 12-MONTH CONTRACT
(5,700 Base)
December 19, 1966

Level	BACHELOR'S Index	190-day Salary	(a) 235-day Salary	MASTER'S Index	190-day Salary	(b) (a) 235-day Salary	MASTER'S + 45 Index	190-day Salary	(a) 235-day Salary	Level
1	1.000	$5,700	$6,726	1.08	$6,156	$7,264		$	$	1
2	1.040	5,928	6,995	1.125	6,413	7,567				2
3	1.080	6,156	7,264	1.17	6,669	7,869				3
4	1.125	6,413	7,567	1.22	6,954	8,206	1.27	7,239	8,542	4
5	1.170	6,669	7,869	1.27	7,239	8,542	1.32	7,524	8,878	5
6	1.215	6,926	8,173	1.32	7,524	8,878	1.37	7,809	9,215	6
7	1.260	7,182	8,475	1.37	7,809	9,215	1.42	8,094	9,551	7
8	1.305	7,439	8,778	1.42	8,094	9,551	1.47	8,379	9,887	8
9	1.350	7,695	9,080	1.47	8,379	9,887	1.52	8,664	10,224	9
10	1.395	7,952	9,383	1.52	8,664	10,224	1.57	8,949	10,560	10
11	1.440	8,208	9,685	1.57	8,949	10,560	1.62	9,234	10,896	11
12	1.485	8,465	9,989	1.62	9,234	10,896	1.67	9,519	11,232	12
13	1.530	8,721	10,291	1.67	9,519	11,232	1.72	9,804	11,569	13
14				1.72	9,804	11,569	1.77	10,089	11,905	14
15				1.77	10,089	11,905	1.82	10,374	12,241	15

(a) The 235-day column adds to the 190-day base 45 six-hour days or 45 days at 3/4 of the basic pay.

(b) The status of the AB + 45 had not been resolved at this time and it is not included in this proposal.

Suggested guidelines for administering a Twelve Month Salary Plan for Teachers

1. The Superintendent shall annually recommend to the Board of Directors as part of the educational plan the maximum number of twelve month positions for the following year.

2. The Superintendent shall also advise the Board regarding the approximate needs for the succeeding year for shorter periods of extended duty by teachers beyond the 190 duty days.

3. The Board of Directors, upon recommendation of the administration, shall determine the persons to be placed on twelve month employment.

4. Priorities shall be given for duties performed beyond the 190-day duty year in the following order:

   Summer school teaching in District Summer School Program.

   Assessment and evaluation of the instructional program.

   District curriculum development.

   Home visitation by counselors as approved by the district.

   Summer school attendance to take course work recommended by the school district staff.

   Summer school attendance at an approved teacher education institution to meet certification requirements.

      (This is suggested to be at a reduced rate of pay and should be given further study by a representative committee before it is definitely included as paid contract duty.)

A rotation of duty plan will be developed to assure that all teachers on twelve month duty take their turn with summer school teaching.

APPENDIX IV (continued)

River City Public Schools

PROPOSAL FOR 12-MONTH CONTRACT AS IT COULD APPLY TO PRINCIPALS WITH MASTER'S DEGREES AT THE BEGINNING AND TENURE LEVEL
December 19, 1966

	Elementary (a)		Junior High		Senior High	
	Index	Salary	Index	Salary	Index	Salary
$5,500.00						
First year principal 7th level.....$8,891.00	1.10	$9,780	1.14	$10,136	1.22	$10,847
Tenure Principal 15th level...$11,487.00	1.22	14,014	1.26	14,474	1.34	15,393
$5,700.00						
First year principal 7th level....$9,215.00	1.10	10,137	1.14	10,505	1.22	11.242
Tenure principal 15th level..$11,905.00	1.22	14,524	1.26	15,000	1.34	15,953

(a) The indices have been reduced .08, .12, and .24 respectively as they represent the 15, 30, and 45 days extended above the base salary of the former salary plan.

APPENDIX V

River City School District
Office of the Superintendent
River City, North Columbia
December 21, 1966

Subject: Proposal for a 1967-68 Salary Plan to be used in the preparation of a Budget Estimate.

I. The Professional Salary Plan, providing for Basic (academic year) and Career Salaries (Extended Contract) to be continued in principle as adopted December 4, 1964, to become effective as of July 1, 1965.

II. The 1967-68 salary plan retains the salary indexes used in the 1966-67 salary computations and provides an index range of 1.27 through 1.82 for an MA + 45 Classification, levels 4 through 15.

III. The 1967-68 plan indexes for administrators be as follows:

ELEMENTARY PRINCIPALS 205 Duty Days		JUNIOR HIGH PRINCIPALS 220 Duty Days		HIGH SCHOOL PRINCIPALS 235 Duty Days	
1st year	1.09*	1st year	1.12	1st year	1.18
2nd year	1.13	2nd year	1.16	2nd year	1.21
3rd year	1.17	3rd year	1.19	3rd year	1.25
Tenure	1.21	Tenure	1.23	Tenure	1.28
HIGH SCHOOL DEANS JUNIOR HIGH VICE PRINCIPALS 205 Duty Days		(No position at present) 220 Duty Days		HIGH SCHOOL ADMINISTRATIVE VICE PRINCIPALS 235 Duty Days	
1st year	1.06	1st year	1.05	1st year	1.05
2nd year	1.08	2nd year	1.08	2nd year	1.08
3rd year	1.11	3rd year	1.11	3rd year	1.10
Tenure	1.14	Tenure	1.13	Tenure	1.12

OTHERS	Duty Days	Index
Directors, Elementary and Secondary	235	1.29
Directors, staff duties mainly	235	1.21
Consultants, Coordinators, Department Heads	205	1.11
Department Chairmen, Assistant Consultants, Head Nurse	205	1.04

* Indexes shown for administrators are applied to the 190-day salary in order to obtain the academic year salary. Each 15 days of duty during the summer equals 8% of the 190-day salary. In the case of a first year elementary principal, the salary would be determined

by multiplying 1.09 times his 190-day salary plus .08 times the 190-day salary. Administrators on duty 220 days would have a summer increment of 16% while those on 235 days would have an increment of 24% of the 190-day salary.

IV. The salaries of the members of the superintendent-clerk's cabinet be set by indexes currently used for directors and coordinators in River City, the salary of the deputy superintendent alone being exempted from this method of computation.

V. The basic or academic year (190 days) salary be set at $5,800.00 for the first level.

VI. Application of the Extended Contract Provision of the salary plan provide for selection of approximately 150 staff members for 235-day contracts and 200 staff members for 210-day contracts.

VII. Further application of the Extended Contract Provisions provide for all identifiable professional duties in the following areas beyond that which is normally required of all teachers.

--Coaching
--Intramurals
--Music
--Speech
--Drama
--Supervision of Extended Use of Libraries and Laboratories

APPENDIX V (continued)

To: River City School Board Members
From: Conference Committee
Re: An Alternate Professional Salary Plan with $5,800.00 Base

	BACHELOR'S		BACHELOR'S + 45		MASTER'S		MASTER'S + 45	
		190-day		190-day		190-day		190-day
Level	Index	Salary	Index	Salary	Index	Salary	Index	Salary
1	1.000	$5,800	1.060	$6,148	1.08	$6,264		$
2	1.040	6,032	1.100	6,380	1.125	6,525		
3	1.080	6,264	1.140	6,612	1.17	6,786		
4	1.150	6,670	1.210	7,018	1.245	7,221	1.29	7,432
5	1.195	6,931	1.255	7,279	1.295	7,511	1.34	7,772
6	1.240	7,192	1.300	7,540	1.345	7,801	1.39	8,062
7	1.285	7,453	1.345	7,801	1.395	8,091	1.44	8,352
8	1.330	7,714	1.390	8,062	1.445	8,381	1.49	8,642
9	1.375	7,975	1.435	8,323	1.495	8,671	1.54	8,932
10	1.410	8,236	1.480	8,584	1.545	8,961	1.59	9,222
11	1,465	8,497	1.525	8,845	1.595	9,251	1.64	9,512
12	1.510	8,758	1.570	9,106	1.645	9,541	1.69	9,802
13	1.555	9,019	1.615	9,367	1.695	9,831	1.74	10,092
14					1.745	10,121	1.79	10,382
15					1.795	10,411	1.84	10,672

APPENDIX V (continued)

PROFESSIONAL SALARY PLAN

To Be Used in The Preparation of The 1967-68 Budget Estimate
Adopted by the Board of Directors, January 9, 1967

(This salary plan is to be submitted to the Budget Committee, Monday, February 6, 1967, 8:00 p.m., in the School Administration Building.)

I. The Professional Salary Plan, providing for Basic (academic year) and Career Salaries (Extended Contract) be continued in principle as adopted December 4, 1964, to become effective as of July 1, 1965.

II. The 1967-68 salary plan provide for a basic salary of $5,800.00, retain the salary indexes used in the 1966-67 salary computations, and provide an index range of 1.27 through 1.82 for an MA + 45 Classification, levels 4 through 15.

III. The 1967-68 plan indexes for administrators be as follows:

ELEMENTARY PRINCIPALS 205 Duty Days		JUNIOR HIGH PRINCIPALS 220 Duty Days		HIGH SCHOOL PRINCIPALS 235 Duty Days	
1st year	1.08*	1st year	1.10	1st year	1.18
2nd year	1.12	2nd year	1.14	2nd year	1.22
3rd year	1.16	3rd year	1.18	3rd year	1.26
Tenure	1.20	Tenure	1.22	Tenure	1.30

VICE PRINCIPALS
205 Duty Days
except for one
Vice Principal
in each high
school having
235 days

		OTHERS	DUTY DAYS	INDEX
1st year	1.05	Directors, Elementary and Secondary	235	1.31
2nd year	1.08	Directors, staff duties, mainly	235	1.20
3rd year	1.10	Consultants, Coordinators, Department Heads	205	1.10
Tenure	1.12	Department Chairmen, Head Nurse	205	1.03

*Indexes shown for administrators are applied to the 190-day salary in order to obtain the academic salary. Each 15 days of duty during one summer equals .08 of the 190-day salary. In the case of a first year elementary principal, the salary would be determined as follows: 1.08 + .08 x 190-day salary = Total contract salary. Any administra-

tive or supervisory salary can be determined by combining the duty day index with the appropriate summer duty index and multiplying this by the 190-day contract salary.

IV. Application of the Extended Contract Provision of the salary plan provide for selection of approximately 150 staff members for 235-day contracts and 200 staff members for 210-day contracts.

APPENDIX V (continued)

PROFESSIONAL SALARY PLAN
1967-68

Level	BACHELOR'S Index	190-day Salary	* 235-day Salary	MASTER'S Index	190-day Salary	* 235-day Salary	MASTER'S + 45 Index	190-day Salary	* 235-day Salary	Level
1	1.000	$5,800	$6,844	1.08	$6,264	$7,392				1
2	1.040	6,032	7,118	1.125	6,525	7,700				2
3	1.080	6,264	7,392	1.17	6,786	8,007				3
4	1.125	6,525	7,700	1.22	7,076	8,350	1.27	$7,366	$8,692	4
5	1.170	6,786	8,007	1.27	7,366	8,692	1.32	7,656	9,034	5
6	1.215	7,047	8,315	1.32	7,656	9,034	1.37	7,946	9,376	6
7	1.260	7,308	8,623	1.37	7,946	9,376	1.42	8,236	9,718	7
8	1.305	7,569	8,931	1.42	8,236	9,718	1.47	8,526	10,061	8
9	1.350	7,830	9,239	1.47	8,526	10,061	1.52	8,816	10,403	9
10	1.395	8,091	9,547	1.52	8,816	10,403	1.57	9,106	10,745	10
11	1.440	8,352	9,855	1.57	9,106	10,745	1.62	9,396	11,087	11
12	1.485	8,613	10,163	1.62	9,396	11,087	1.67	9,686	11,429	12
13	1.530	8,874	10,471	1.67	9,686	11,429	1.72	9,976	11,772	13
14				1.72	9,976	11,772	1.77	10,266	12,114	14
15				1.77	10,266	12,114	1.82	10,556	12,456	15

* The 234-day column adds to the 190-day base 45 six-hour days or 45 days at 3/4 of the basic pay.

NOTE: Retained for future study and consideration are proposals on AB + 45 Classification and revision of extra pay for extra responsibility.